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**UNITED STATES DISTRICT COURT  
IN AND FOR THE DISTRICT OF NEVADA**

BRADLEY J. MAMER, and DOES I-X,  
Inclusive,

Case No.: 3:12-cv-00381-ECR-VPC

Plaintiffs,

vs.

ALBERT D. SEENO, JR., an individual;  
THOMAS A. SEENO, an individual;  
ALBERT D. SEENO, III, an individual;  
MICHAEL P. GHIORSO, an individual;  
KEVIN P. MCCAULEY, an individual;  
EMILIA K. CARGILL, an individual; and  
DOES I-X, inclusive, and  
WINGFIELD NEVADA GROUP  
MANAGEMENT COMPANY, LLC, a  
Nevada company, and ROE  
CORPORATIONS XI through XX,

**SECOND AMENDED COMPLAINT**

**JURY DEMAND**

Defendants.

Plaintiff, BRADLEY J. MAMER, by and through his counsel, BRUCE R. MUNDY, as  
and for causes of action hereby aver and allege as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over this dispute under 28 U.S.C. §1331 because the  
claims, pursuant to 18 U.S.C. §§ 1341, 1343, 18 USC §1961 et seq., 21 U.S.C. §201 et seq., and  
29 U.S.C. §2601 et seq. are federal question claims under the statutes of the United States. The  
Court has supplemental jurisdiction pursuant to 28 U.S.C. §1367 over the other claims because  
they are so related to the federal question claims that they form part of the same case or  
controversy. Pursuant to 28 U.S.C. §1391, venue is proper in this district because a substantial



1 the Albert D. Seeno Construction Company and a large number of affiliates which regularly do  
2 business in California and some of which do business in Nevada (collectively, the “Seeno  
3 Company” or “Seeno Companies”). Defendant Albert Seeno, Jr., either personally or through  
4 entities owned or controlled by him, has an ownership interest in WNG HOLDING. Defendant  
5 Albert Seeno, Jr. is a sophisticated businessman with years of experience in buying and selling  
6 land, operating businesses, and negotiating contracts.

7 6. Defendant Thomas A. Seeno (hereafter “Tom Seeno”), is the brother of Albert  
8 Seeno, Jr. and is, on information and belief, a California resident, an owner or investor, either  
9 directly or indirectly, in the above-mentioned Nevada casinos and who individually or through a  
10 trust owns an interest in the Peppermill Resort and Casino in Reno, the Rainbow Club in  
11 Henderson, and Western Village Casino in Sparks, Nevada. On information and belief, Tom  
12 Seeno is currently the majority owner of WNG HOLDING. Tom Seeno continuously does  
13 business in Nevada. Defendant Tom Seeno is a sophisticated businessman with years of  
14 experience in buying and selling land, operating businesses, and negotiating contracts. On  
15 information and belief, Tom Seeno owns and manages some or all of the Seeno Companies.

16 7. Defendant Albert Seeno, III (hereafter “Albert Seeno, III” or “Seeno, III”), is the  
17 son of Albert Seeno, Jr. and is, on information and belief, a California resident, an owner,  
18 manager, trust beneficiary, or investor, either directly or indirectly, in the above-mentioned  
19 Nevada casinos and WNG HOLDING, and who continuously does business in Nevada.  
20 Defendant Albert Seeno, III is a sophisticated businessman with years of experience in buying  
21 and selling land, operating businesses, and negotiating contracts. On information and belief,  
22 Seeno, III owns and manages some or all of the Seeno Companies.

23 8. Albert Seeno, Jr., Tom Seeno, Albert Seeno, III (collectively the “Seeno  
24 Defendants”), or their affiliated entities, are the majority owners of a hotel/casino in Reno,  
25 Nevada, as well as other hotel/casino and gaming properties in Nevada. Albert Seeno, Jr. and  
26 Albert Seeno, III are associated with organized crime networks, have associated with and are  
27 associating with known felons, have paid multi-million dollar settlements for prior violations of  
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1 Nevada gaming and federal environmental laws, and, along with the DOE and ROE defendants,  
2 were raided and are under investigations by agents of the FBI, IRS and Secret Service. The  
3 Seeno Defendants collectively through various business entities own companies worth in excess  
4 of four billion dollars (\$4,000,000,000.00). The collective net worth of the individual defendants  
5 is between one hundred million dollars (\$100,000,000.00) and two billion dollars  
6 (\$2,000,000,000.00).

7 9. Defendant Michael P. Ghiorso ("Ghiorso"), on information and belief, is a  
8 California resident and works for the Seeno Defendants as the Director of Operations for WNG  
9 MANAGEMENT. On information and belief, on or about June 2008, and prior to his  
10 employment at WNG MANAGEMENT, defendant Ghiorso was issued an Order to Show Cause  
11 by the Insurance Commissioner of the State of California (the "Commissioner") claiming  
12 defendant Ghiorso and his business partner, Mitch Buich, (sometimes collectively  
13 "Respondents"), ignored a prior California Department of Insurance warning and continued to  
14 sell an insurance product in willful violation of section 700(a) and (b) of the California Insurance  
15 Code. On information and belief, Respondents entered into a Stipulation and Waiver as a means  
16 of achieving final resolution and settlement of these matters, and on or about July 2008, they were  
17 denied by the Commissioner an unrestricted vehicle service contract provider license, and were  
18 ordered to pay a fine of sixty thousand dollars (\$60,000.00).

19 10. Defendant Kevin P. McCauley ("McCauley"), on information and belief, is a  
20 California resident, was a licensed Certified Public Accountant ("CPA") in the state of California,  
21 and works for the Seeno Company as its Chief Financial Officer. On information and belief,  
22 McCauley's CPA's license was issued in California on December 05, 1980, but was cancelled on  
23 September 30, 1987.

24 11. Defendant Emilia K. Cargill ("Cargill"), on information and belief, is a Nevada  
25 resident, was admitted to the State Bar of Nevada on March 3, 1998, said license is active, was  
26 admitted to the State Bar of California on August 10, 1998, said license is inactive, primarily  
27 works in Nevada for the Seeno Defendants as Senior Vice President and General Counsel of  
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1 WNG MANAGEMENT, but regularly travels to and works in an office at the Seeno Company  
2 headquarters in Concord, California, transacting business in California, including offering legal  
3 opinions.

#### 4 **OVERVIEW**

5 12. This case is about a long term, rewarding, and productive employer-employee  
6 relationship turned into a lawless and hostile environment by the Defendants through a pattern of  
7 racketeering activity, including a threat of bodily harm made by Albert Seeno, III against Mamer,  
8 threats of severe bodily harm Albert Seeno, III ordered Mamer communicate to Mr. F. Harvey  
9 Whittemore (“Whittemore”), former Founder and Managing Person of WNG HOLDING and  
10 Chairman of WNG MANAGEMENT, extortionate threats Albert Seeno, III ordered Mamer to  
11 communicate to BrightSource Energy, a renewable power generation company and tenant of  
12 Coyote Springs Investment LLC (“CSI”), and other unlawful activity as defined in 18 USC §1961  
13 and 18 USC §1962. This case involves a conspiracy of intimidation by the Defendants to deny  
14 Mamer’s rights described in an agreement lawfully entered into with WNG MANAGEMENT,  
15 and to collect an unlawful debt. This case also involves Defendants’ attempts to coerce plaintiff  
16 Mamer to use his institutional knowledge of the WNG HOLDING entities to further defraud  
17 Whittemore and the United States of America, and further involves breach of contract, tortious  
18 breach of the covenant of good faith and fair dealing, and unjust enrichment.

#### 19 **GENERAL ALLEGATIONS**

20 13. On or around May 1994, plaintiff Mamer began work for the predecessor to WNG  
21 HOLDING, Loeb Enterprises, LLC. Mamer worked for David S. Loeb (“Loeb”), Co-Founder  
22 and Chairman of Countrywide Mortgage, at Loeb’s private land development project, Wingfield  
23 Springs (aka, Red Hawk Land Company (“RHL”) and The Resort at Red Hawk (“Red Hawk”),  
24 located in Sparks, Nevada. Through a series of promotions, Mamer worked as the Controller,  
25 Chief Financial Officer and General Manager of Loeb Enterprises, LLC until Loeb’s untimely  
26 death on June 30, 2003.

27 14. Around this time period, Whittemore formed and was the owner of entities that  
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1 had an option to purchase real estate and water rights in the Coyote Springs valley northeast of  
2 Las Vegas, Nevada. Loeb or his affiliated entities became investors and owners in these  
3 Whittemore investment entities, and together they or their affiliated entities purchased Coyote  
4 Springs Investment LLC ("CSI") on May 27, 1998 from Aerojet General Corporation.  
5 Whittemore and Loeb entitled the Coyote Springs property from May 27, 1998 until Mr. Loeb's  
6 death.

7 15. Prior to his death, Loeb agreed to give Whittemore the right to purchase all of his  
8 and his family's interests in Red Hawk and Coyote Springs (the "Loeb Assets"). Whittemore  
9 completed the purchase of the Loeb Assets and combined the majority of his and his family's  
10 business holdings (the "Whittemore Assets"), including the former Loeb Assets, under the  
11 management of his staff at Red Hawk and Coyote Springs.

12 16. On or about January 1, 2004, defendant Tom Seeno purchased a one-half (1/2)  
13 interest in the Whittemore Assets, including but not limited to, RHL and CSI, at a fair market  
14 price determined by the parties.

15 17. All books and records for the Whittemore Assets and the affiliated companies  
16 were made available to Tom Seeno and his personnel for inspection and due diligence prior his  
17 purchase. Tom Seeno and his personnel conducted extensive due diligence prior to his purchase  
18 of the interest in Whittemore Assets. Following the acquisition, a computer link was installed  
19 whereby Tom Seeno and his personnel could access the company computers and all books and  
20 records of the company remotely at any time from California.

21 18. Following the Tom Seeno acquisition, WNG HOLDING was formed as a Nevada  
22 limited liability company on May 28, 2004. On or around this same time, WNG  
23 MANAGEMENT was reformed as a Nevada limited liability company.

24 19. For the next several years, the company was managed and owned by Whittemore  
25 and Tom Seeno, by or through their affiliated entities, with Whittemore acting in the capacity of  
26 Managing Person of WNG HOLDING, and the Chairman of WNG MANAGEMENT.

27 20. During this period of Whittemore and Tom Seeno ownership and management,  
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1 Whittemore, on behalf of CSI, negotiated and closed a real estate transaction with an entity  
2 affiliated with Pardee Homes (“Pardee”) whereby Pardee purchased land suitable for thousands of  
3 single family homes, multi-family homes, and custom lots from CSI’s land development affiliate  
4 for a sum in excess of one hundred twenty five million dollars (\$125,000,000.00). In addition,  
5 Pardee had an option to purchase all of the Coyote Springs holdings for approximately one billion  
6 two hundred million dollars (\$1,200,000,000.00), i.e., 30,000 developable acres of land at  
7 \$40,000.00 per acre.

8 21. On or around September 2004, plaintiff Mamer was promoted to President and  
9 Chief Executive Officer of WNG MANAGEMENT. The Mamer promotion was recommended  
10 and approved by Whittemore, and, on information and belief, was completed with the knowledge  
11 of Tom Seeno and his staff.

12 22. As part of his executive compensation, on or about January 1, 2005, plaintiff  
13 Mamer was offered and accepted a membership interest in CSI and RHL. Mamer maintains both  
14 membership interests as part of his personal assets as of the filing date of this complaint.

15 23. At Whittemore’s request, during the spring of 2005 plaintiff Mamer began near-  
16 weekly travel from WNG MANAGEMENT’S home offices in Sparks, Nevada, to Las Vegas,  
17 Nevada, to lead development efforts for WNG HOLDING’S principal real estate investment,  
18 Coyote Springs.

19 24. On or around February 2006, and after nearly a year of continuous weekly travel,  
20 plaintiff Mamer offered to relocate himself and his family from Sparks, Nevada to Las Vegas,  
21 Nevada, in an effort to support WNG HOLDING’S business goals. Terms of the relocation were  
22 negotiated by Mamer and Whittemore, on behalf of WNG MANAGEMENT, and were  
23 memorialized in that certain employment agreement dated March 2, 2006 (“Relocation  
24 Agreement”). On information and belief, Tom Seeno or his personnel were given and reviewed a  
25 copy of this agreement prior to Mamer’s relocation.

26 25. Plaintiff Mamer asserts a key provision of the Relocation Agreement allowed him  
27 to sell his Las Vegas home (“Las Vegas Residence”) should his employment be terminated from  
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1 WNG MANAGEMENT, or should there be a material change in his annual executive  
2 compensation. Additionally, plaintiff Mamer asserts WNG MANAGEMENT agreed that if the  
3 Las Vegas Residence was sold at a loss, that he would recover his total investment from the sales  
4 proceeds, or from WNG MANAGEMENT, in the amount of three hundred seventy five thousand  
5 dollars (\$375,000.00).

6 26. In conjunction with the Relocation Agreement, plaintiff Mamer and Whittemore  
7 discussed a series of remodeling projects completed by a construction affiliate of Red Hawk Land  
8 Company LLC ("RHL") at the Mamer Sparks' residence, including the charges for the work.  
9 During this discussion, plaintiff Mamer made Whittemore aware that most or all of the RHL work  
10 required replacement or reconstruction by other Nevada-licensed contractors, at an additional  
11 expense to Mamer because of RHL's substandard workmanship. Plaintiff Mamer discussed legal  
12 recourse against RHL, or RHL's contractor's bond for this substandard work, but at Whittemore's  
13 request to look at the "big picture", including plaintiff Mamer's executive salary, bonuses and the  
14 profits interests in RHL and CSI. Based on the Whittemore request, plaintiff Mamer agreed to  
15 pay the RHL charges through payroll deductions ("Mamer A/R"), so he could focus his energies  
16 on the success of the budding Coyote Springs project, which had the potential to more than  
17 compensate him in the long run for the RHL construction debacle.

18 27. For the next few years, WNG MANAGEMENT withheld payroll deductions  
19 related to the Mamer A/R from plaintiff Mamer's salary.

20 28. On information and belief, after the first Pardee Homes transaction was completed,  
21 Albert Seeno, Jr., Tom Seeno's brother, approached Harvey Whittemore and expressed a desire to  
22 buy an interest in WNG HOLDING. On information and belief, Albert Seeno, Jr. previously  
23 spoke to Tom Seeno about WNG HOLDING and Tom Seeno provided an estimate of the value of  
24 the company.

25 29. During this time, and as a result of the valuations established by an independent  
26 financing advisor hired by Whittemore and Tom Seeno for the Coyote Springs project, WNG  
27 HOLDING had a fair market value in excess of five hundred million dollars (\$500,000,000.00).



1           30. On or about September 2007, Albert Seeno, Jr. purchased approximately a one-  
2 third (1/3) interest in WNG HOLDING by purchasing approximately a 1/6<sup>th</sup> member's interest  
3 from Whittemore and a similar amount from entities controlled by Tom Seeno.

4           31. Although the books and records of the companies were made available to Albert  
5 Seeno, Jr. prior to his purchase, Albert Seeno, Jr. or his personnel performed little or no due  
6 diligence prior to this purchase.

7           32. The Mamer Relocation Agreement and Mamer A/R were obligations and assets of  
8 WNG MANAGEMENT and RHL, respectively, at the time of the Albert Seeno, Jr. acquisition.

9           33. For the next two years, the company was managed and owned by Whittemore,  
10 Tom Seeno, and Albert Seeno, Jr., by and through their affiliated entities, with Whittemore acting  
11 in the capacity of Managing Person of WNG HOLDING and the Chairman of WNG  
12 MANAGEMENT.

13           34. On or around November 2007, WNG HOLDING purchased all of the CSI  
14 membership interest, 1,000 Class A Membership Units, from former WNG MANAGEMENT  
15 executive and CSI member, Rob Derck. On information and belief, the purchase price for the  
16 membership acquisition (the "Derck Acquisition") was one million three hundred thousand  
17 dollars (\$1,300,000.00). Tom Seeno and Albert Seeno, Jr. were aware of and approved the  
18 purchase of Derck's membership share in CSI, which was the same quantity and character as the  
19 membership share owned by plaintiff Mamer. Prior to the closing of the Derck Acquisition,  
20 Whittemore offered to purchase the membership shares of plaintiff Mamer and other senior staff  
21 who owned profit shares in CSI (the "Class A Members"), stating he and the Seenos (Tom Seeno  
22 and Albert Seeno, Jr.) desired sole ownership of CSI. On information and belief, none of these  
23 additional Class A Member acquisitions were completed by WNG HOLDING.

24           35. Due to the continuing negative impacts from the national recession, on or around  
25 March 2008, WNG MANAGEMENT closed its Las Vegas executive offices and relocated senior  
26 staff to the undeveloped Coyote Springs site. Given the remote nature and complete lack of  
27 commercial services at the job site, which was a one (1) hour commute (in each direction) from  
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1 Las Vegas, Whittemore approved and plaintiff Mamer implemented a series of ancillary benefits  
2 for senior staff, including but not limited to, company paid van pooling, company vehicles for  
3 work commuting, car allowances, shared office space at consultant's offices in Las Vegas, and  
4 flexible work schedules (including four (4) ten (10) hour work weeks, and work from home days).  
5 Given the lack of food and beverage services at or near Coyote Springs, many staff chose to work  
6 through lunch in order to shorten the workday.

7 36. It was common knowledge plaintiff Mamer worked through lunch, worked during  
8 the two (2) hour commute to/from Coyote Springs, worked from home before/after normal  
9 business hours and on weekends, and worked from home on days he had other meetings or  
10 personal appointments in Las Vegas. These work accommodations were common to all WNG  
11 MANAGEMENT senior staff located in southern Nevada, and continued for over two (2) years  
12 until Seeno, Jr. assumed the role of Managing Member of WNG HOLDING.

13 37. On or around January 2009, senior WNG MANAGEMENT staff, including  
14 plaintiff Mamer, were made aware of significant tax problems affecting Tom Seeno, Albert  
15 Seeno, Jr. and other members of each Seeno brother's families (collectively the "Seeno Family"  
16 or "Seeno Taxpayers"). Senior WNG MANAGEMENT staff were told this challenge related to a  
17 failed tax shelter known as "SC2" that the Internal Revenue Service in April 2004 declared to be  
18 an abusive tax-avoidance scheme.

19 38. On or about March 2009, during the period of Whittemore, Tom Seeno and Albert  
20 Seeno, Jr.'s ownership and management, Whittemore, on behalf of CSI, negotiated and closed a  
21 real estate transaction with a renewable energy company called BrightSource Energy  
22 ("BrightSource") with BrightSource leasing land suitable to construct a solar facility capable of  
23 generating 1,920 megawatts of electric power. CSI estimated the value of this forty (40) year  
24 lease at over five hundred million dollars (\$500,000,000.00), and under Whittemore's direction,  
25 senior WNG MANAGEMENT personnel, including plaintiff Mamer, undertook steps necessary  
26 to assist BrightSource Energy during its initial term of option.

27 39. On or around April 2009, and as a result of a series of material changes to his  
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1 executive compensation resulting from company-wide recessionary reductions, plaintiff Mamer  
2 requested WNG MANAGEMENT allow him to list and sell his Las Vegas residence pursuant to  
3 the Relocation Agreement. In his capacity as Managing Person of WNG HOLDING and  
4 Chairman of WNG MANAGEMENT, Whittemore requested Mamer delay the sale, and instead,  
5 wait for the real estate market to recover before selling, to which plaintiff Mamer agreed to stay  
6 his decision. As part of this agreement, Whittemore approved a suspension of payments related  
7 to the Mamer A/R.

8 40. On or around May 2009, a small team of senior WNG MANAGEMENT  
9 accounting personnel, including plaintiff Mamer, Jim Harris (“Harris”), Chief Financial Officer  
10 of WNG MANAGEMENT, Corporate, and James England (“England”), Chief Financial Officer  
11 of WNG MANAGEMENT, Southern Nevada, each Certified Public Accountants in the states of  
12 Nevada and Utah, respectively, prepared a series of market value sensitivities for the collection of  
13 companies owned by WNG HOLDING. Under the direction of Defendant McCauley, one of  
14 these valuations included a multi-million dollar contingent liability for a planned inter-basin  
15 domestic water transmission line (the “Water Transmission Project”) necessary for development  
16 of Coyote Springs master planned community. Plaintiff Mamer made Defendant McCauley  
17 aware the inclusion of the estimated Water Transmission Project cost, without the addition of  
18 planned water connection fees and/or other special water assessment offsets, common in southern  
19 Nevada, was contrary to the project’s fiscal plan, and would, in Mamer’s opinion, understate the  
20 fair market value of the company.

21 41. On or about November 2009, Whittemore requested a larger number of senior  
22 WNG MANAGEMENT personnel, including plaintiff Mamer, attend an emergency meeting at  
23 WNG MANAGEMENT’S headquarters located in northern Nevada. This meeting involved the  
24 previously described SC2 tax shelter. Senior WNG MANAGEMENT personnel were told this  
25 project was “company saving” in scope since the Seeno Taxpayers allegedly owed millions of  
26 dollars in federal taxes related to the abusive SC2 tax-avoidance scheme, which obligation was  
27 occurring at a time when the Seeno Family were facing significant re-margining actions on a  
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1 sizeable, personally guaranteed, cross-collateralized, commercial credit facilities. Under the  
2 direction of defendant McCauley, the WNG MANAGEMENT team was instructed to further  
3 develop the intra-basin water transmission contingent liability for use in a pending Offer in  
4 Compromise (the "OIC Project") being prepared for presentation to the Internal Revenue Service.  
5 On information and belief, plaintiff Mamer deduced a major goal of the OIC Project was to show  
6 the Seeno Family Taxpayers had third-party debt and obligations which exceeded the liquidation  
7 value of their assets, with limited net worth for their Nevada gaming entity, and many  
8 homebuilding/land development companies. On information and belief, the OIC presentation was  
9 meant to show this dire set of circumstances was directly impacting the Seeno Taxpayer's ability  
10 to generate the additional capital necessary to service the outstanding federal tax obligation. On  
11 information and belief, the Seeno Family Taxpayers, therefore, offered a reduced cash settlement  
12 of the remaining SC2 debt.

13 42. On information and belief, plaintiff Mamer contends the Seeno Family portion of  
14 the multi-million dollar Water Transmission Project contingent liability was purposefully used by  
15 the Seeno Taxpayers to understate the Seeno Family net worth during these OIC negotiations.  
16 Following this tax submittal, neither Tom nor Albert Seeno, Jr. instructed WNG MANAGEMENT  
17 accounting staff to add or note this contingent liability on WNG HOLDING'S balance sheet. On  
18 information and belief, neither Tom nor Albert Seeno, Jr. reported this claimed exposure to WNG  
19 HOLDING'S lenders. On information and belief, this contingent liability was not ordered by  
20 either Seeno brother to be similarly characterized to WNG HOLDING'S bank appraisers. On  
21 information and belief, had this contingent liability been valued by its bank appraisers in a  
22 fashion similar to the Seeno Family OIC net worth calculation, an immediate re-margining of the  
23 entire multi-million dollar WNG HOLDING loan would have likely resulted. On information  
24 and belief, plaintiff Mamer alleges such a characterization of the Water Transmission Project was  
25 meant to intentionally deceive and mislead the United States of America, and may have further  
26 violated federal banking law. Plaintiff Mamer believes such actions ordered by the Seeno  
27 Defendants has harmed and put at jeopardy his investment in CSI.

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1           43.     On February 19, 2010, Mr. Larry Gunderson (“Gunderson”), Chief Financial  
2     Officer for defendant Tom Seeno, issued an email to WNG HOLDING’S bankers, owners and  
3     executives including plaintiff Mamer. Gunderson’s email described a multi-agency federal raid  
4     of the Seeno Company that took place the day before. Gunderson explained “the purpose of this  
5     email is to advise you about an event that took place yesterday, February 18, 2010. A team of  
6     agents from the FBI (Federal Bureau of Investigation), IRS (Internal Revenue Service), and U.S.  
7     Secret Service served search warrants on the offices of Discovery Builders (an affiliate of the  
8     Seeno Company) and Albert D. Seeno Construction Co. in Concord, CA (California). Various  
9     files were removed. We advised Wells Fargo Bank yesterday immediately after Albert (Albert  
10    Seeno, Jr.) informed Tom (Tom Seeno) of the events. Albert told Tom that he thought they (the  
11    FBI, IRS and U.S. Secret Service) were investigating mortgage loans” (even though Albert  
12    Seeno, Jr. has subsequently advised others that the agents were looking for evidence of improper  
13    campaign donations in an effort to present a false light as to the real focus of the criminal  
14    investigation). On information and belief, the mortgage loan investigation did indeed relate to  
15    loans originated and/or underwritten by an affiliate of the Seeno Company, for homebuyers of  
16    building affiliates of the Seeno Company. On information and belief, an indictment involving  
17    these activities has been returned.

18           44.     On or about April 2010, due to the lasting effects of the national recession, and  
19    after working with Seeno Company staff reviewing construction activity at Coyote Springs,  
20    plaintiff Mamer came to believe that Albert Seeno, Jr. was disgruntled with his investment in  
21    WNG HOLDING.

22           45.     On or around July 2010, and following two ownership meetings with senior staff  
23    of both WNG MANAGEMENT and the Seeno Company, Albert Seeno, Jr. appeared to assume  
24    the role of Managing Person of WNG HOLDING and Chairman of WNG MANAGEMENT.  
25    Soon thereafter, it became apparent that Albert Seeno, III also held a similar, if not official role.  
26    Plaintiff Mamer does not remember formal announcements issued in either regard, and  
27    Whittemore continued his senior employment activities for WNG MANGEMENT.  
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1           46. On or about August 20, 2010, Albert Seeno, III arrived in Las Vegas with an  
2 Information Technology supervisor from the Seeno Company home office in Concord, California,  
3 and met with WNG MANAGEMENT'S Information Technology Director, Aaron Hardinger  
4 ("Hardinger"). The purpose of this trip was to remove company computer servers from  
5 Hardinger's, Whittemore's and plaintiff Mamer's personal residences. While this decision had  
6 been communicated by Seeno personnel to Whittemore and plaintiff Mamer on August 10, 2010,  
7 the actual date had not been set and the retrieval was completed in a clandestine-like manner.  
8 Prior to arrival at the Mamer Las Vegas residence, Albert Seeno, III, on information and belief,  
9 ordered Hardinger to enter Whittemore's Las Vegas residence without Whittemore's consent.  
10 Hardinger told plaintiff Mamer that Seeno, III ordered him, in all circumstances, to unlock and  
11 enter the Whittemore's home or face immediate termination, even though plaintiff Mamer  
12 specifically told Hardinger, prior to their arrival at the Whittemore residence, that neither he,  
13 Seeno, III, nor Seeno personnel were authorized to enter Whittemore's home without express  
14 permission. On information and belief, Hardinger entered the Whittemore residence and removed  
15 the company server.

16           47. Shortly after the unauthorized entry to Whittemore's home, Hardinger's  
17 employment was terminated. Plaintiff Mamer was told by a senior executive at WNG  
18 MANAGEMENT that Hardinger was fired for calling Whittemore in advance of the unauthorized  
19 entry into the Whittemore Las Vegas residence.

20           48. As part of the transfer of payroll processing from WNG MANAGEMENT'S home  
21 offices at Red Hawk to the Seeno Company headquarters in Concord, California, on or around  
22 late August 2010, defendant McCauley met with plaintiff Mamer at Coyote Springs and asked  
23 about the outstanding Mamer A/R. Plaintiff Mamer explained the nature of RHL's failed work,  
24 that he had to pay other Nevada-licensed contractors to replace or reconstruct substantially all of  
25 the RHL work, and that Whittemore had agreed the payment was suspended until such time as  
26 Mamer's salary was restored to the 2006 amount when he agree to pay the RHL bill. Defendant  
27 McCauley asked no further questions about the Mamer A/R, and made no affirmative statements  
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1 regarding repayment.

2 49. On or about September 3, 2010, plaintiff Mamer noticed a deduction from his pay  
3 that he assumed was for the Mamer A/R he discussed with defendant McCauley. This deduction  
4 was listed as a “loan” repayment. Plaintiff Mamer asserts this repayment was not discussed in  
5 advance with him, that he did not verbally authorize the payroll deduction, nor did he sign an  
6 authorization to reinstate this deduction. On information and belief, plaintiff Mamer believes the  
7 unauthorized deduction is a violation of Nevada law.

8 50. On or about September 3, 2010, and based on a series of negative interactions  
9 between Albert Seeno Jr. and Albert Seeno III, plaintiff Mamer believed his employment with  
10 WNG MANAGEMENT was likely to be terminated soon. On or around this date, plaintiff  
11 Mamer expressed his concern to defendant Emilia K. Cargill (“Cargill”), Senior Vice President  
12 and General Counsel for WNG MANAGEMENT, and asked her legal opinion regarding his  
13 rights under the Relocation Agreement.

14 51. On October 18, 2010, Seeno Human Resources Manager, Nancy Cassity  
15 (“Cassity”), emailed plaintiff Mamer asking if any WNG employees had employment or  
16 severance agreements, or other special vacation accrual arrangements. At this time, Plaintiff  
17 Mamer informed Cassity of the Relocation Agreement.

18 52. On or about October 25, 2010 Whittemore, Cargill and a Seeno Company  
19 representative met with military officials from the United States Air Force (“USAF”) real estate  
20 office and Nellis Air Force Base (“NAFB”). This meeting was convened to discuss concerns  
21 officials at NAFB had expressed related to Coyote Springs, including housing proposed by  
22 Pardee Homes and other builders, and the concentrating solar power towers proposed by  
23 BrightSource Energy, all of which military officials thought would negatively impact the mission  
24 of NAFB and other military agencies, branches, bases or installations. During this meeting a  
25 possible land exchange of Coyote Springs for a Defense Base Closure and Realignment  
26 Commission (“BRAC”) site located in Concord, California was discussed. On information and  
27 belief, this Concord BRAC site was and is of great interest to the Seeno Defendants since they  
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1 own private residential/commercial land near or adjacent to this location. On information and  
2 belief, Seeno, Jr. had identified the Concord BRAC site to Whittemore as early as 2003, and had  
3 asked Whittemore's help in acquiring that site from the federal government prior to his  
4 investment in WNG HOLDING. On information and belief, Whittemore expressed concern to  
5 the military officials that any actions involved in such discussions not be construed as a failure to  
6 operate in "good faith" under any of CSI's existing contracts or agreements, including agreements  
7 with Pardee Homes and BrightSource Energy. On information and belief, Whittemore stated that  
8 the military would need to initiate separate discussions with Pardee Homes and BrightSource  
9 Energy to avoid an anticipatory breach of existing options CSI had with each company, and to  
10 resolve issues related to actual lands and improvements at Coyote Springs owned and constructed  
11 by Pardee Homes. On information and belief, soon after this initial meeting, Whittemore was  
12 ordered excluded from subsequent meetings by the Seeno Defendants. Similarly, Mamer was  
13 excluded from all meetings related to this matter, including the initial meeting, even though he  
14 was President and Chief Executive Officer. On information and belief, the Seeno Defendants, or  
15 their agents, attended a series of meetings with the same or other military officials meant to  
16 advance a Seeno agenda, including but not limited to, the sale or exchange of the Coyote Springs  
17 site. On information and belief, the Seeno Defendants never told personnel or agents of Pardee  
18 Homes or BrightSource Energy of such discussions. On information and belief, and beyond  
19 possible breaches under existing agreements with Pardee Homes and BrightSource Energy, the  
20 closed meetings without proper disclosure may breach the fiduciary duty Tom Seeno and Albert  
21 Seeno, Jr. owe to the remaining Class A Members of CSI, including plaintiff Mamer.

22 53. Following the Cassity October 18<sup>th</sup> email, on or about October 2010, Albert Seeno,  
23 III convened a closed-door meeting at plaintiff Mamer's Coyote Springs office. In attendance  
24 were Albert Seeno, III, a personal contractor friend of Seeno, III, and plaintiff Mamer. Seeno, III  
25 angrily described the poor quality of the investment his family had made in purchasing WNG  
26 HOLDING, and told plaintiff Mamer, among other things, "Brad, the 'Seeno Way' is to bend  
27 someone over a saw horse and fuck them in the ass with no lube! We fuck everyone!" Plaintiff  
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1 Mamer discussed this troubling diatribe with defendant Cargill and a number of senior staff who  
2 worked at the Coyote Springs and northern Nevada corporate offices. Plaintiff Mamer believed  
3 this comment was a threat, and that it most likely applied to the Relocation Agreement that had  
4 recently been disclosed to Cassity—as well as the disputed payroll deductions for the Mamer  
5 A/R.

6 54. Following the “Seeno Way” threat, on or about October 29, 2010, plaintiff Mamer  
7 witnessed what he believed were unpermitted septic system installations at Coyote Springs (the  
8 “Septic System Installations”). On November 5, 2010, defendant Seeno, III’s management of  
9 these installations was documented by his hand-written memorandum, scanned by his assistant,  
10 and emailed to plaintiff Mamer and other senior personnel at Coyote Springs. This memorandum  
11 was also emailed to Seeno, III’s father, Seeno, Jr. The memorandum describes the septic holding  
12 tanks used to hold waste at Coyote Springs would no longer be needed since the seven (7)  
13 locations at which they were located had been tied into “existing septic” systems. In reality, only  
14 one small permitted septic system existed at Coyote Springs that was close enough to the Septic  
15 System Installations to possibly be used, with the other six (6) locations spread over an area  
16 exceeding two square miles. Even the one location that was able to be tied into the small septic  
17 system required a permit to legally make such a connection. Pursuant to WNG MANAGEMENT  
18 policy, Mamer discussed these installations with Cargill and a new senior Seeno Company  
19 executive, defendant Ghiorso. Plaintiff Mamer stated he believed all work was unpermitted, that  
20 some locations were on lands owned by Pardee, and that at least one of these installations likely  
21 violated provisions of the federal Clean Water Act. Defendant Ghiorso and Cargill told plaintiff  
22 Mamer they would deal with this matter, and defendant Ghiorso further stated something similar  
23 to staff, which plaintiff Mamer took to mean him, should not question such decisions made by  
24 Seeno, III. On information and belief, neither Seeno, Jr. nor Seeno, III contacted any Pardee  
25 Homes officials regarding the installations, even though this action could negatively affect  
26 Pardee’s development plans.

27 55. On November 11, 2010, plaintiff Mamer attended a meeting with Albert Seeno, III  
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1 related to Coyote Springs' golf operations. This meeting included plaintiff Mamer, Seeno, III,  
2 Ayman A. Shahid, Seeno Company President of Sales and Marketing, Josh Whellams  
3 ("Whellams"), Director of Golf for Coyote Springs, and Karl Larcom ("Larcom"), Head Golf  
4 Professional for Coyote Springs. Seeno, III angrily voiced the complaint that golf operations  
5 were losing over one million dollars (\$1,000,000.00) a year, and his continued frustration with the  
6 poor quality of the investment his family had made in purchasing WNG HOLDING. Prior to this  
7 meeting, on information and belief, Seeno, III told Luke Solem, Director of Golf Maintenance for  
8 Coyote Springs, he would rather "crush" golf maintenance equipment with a Coyote Springs'  
9 backhoe than approve parts necessary for minor repairs. At this November 11<sup>th</sup> meeting, Seeno,  
10 III told Mamer, Whellams and Larcom that Coyote Springs was "like a western movie set",  
11 meaning nothing was real, and concluded his heated discourse by saying if things didn't improve,  
12 replacements would simply arrive at Coyote Springs, and terminate plaintiff Mamer's, Whellam's  
13 and/or Larcom's employment.

14 56. On or about November 29, 2011, plaintiff Mamer and Whellams were asked to  
15 attend a golf operations meeting with defendant Ghiorso. While Ghiorso's role was never  
16 described in an interoffice memorandum, plaintiff Mamer realized he must have been hired as  
17 Mamer's supervisor. Given Seeno, III's November 11<sup>th</sup> threats, plaintiff Mamer again assumed  
18 his employment with WNG MANAGEMENT would soon be terminated.

19 57. On or about January 10, 2011, plaintiff Mamer received a letter at his home from  
20 General Counsel for the Seeno Company, Jeanne Pavao ("Pavao"), dated January 5, 2011. The  
21 Pavao letter requested plaintiff Mamer execute a standard WNG MANAGEMENT loan  
22 repayment acknowledgement related to the Mamer A/R. This acknowledgement form was drafted  
23 years earlier to authorize company deductions against an employee's pay check for any loan or  
24 advance owed. This letter was received by Mamer over four (4) months after WNG  
25 MANAGEMENT began making the unauthorized deductions, which Pavao memorialized as  
26 commencing on September 1, 2010.

27 58. On or about January 19, 2011, plaintiff Mamer sent an email reply to Pavao, made  
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1 her aware of the Relocation Agreement, and offered a revision to the acknowledgement. This  
2 counter-offer incorporated a provision that stated upon plaintiff Mamer's voluntary or involuntary  
3 termination from WNG MANAGEMENT, any remaining Mamer A/R balance would be offset by  
4 proceeds WNG MANAGEMENT would owe him according to the terms of the Relocation  
5 Agreement.

6 59. On February 1, 2011, Seeno, Jr. and Seeno, III issued a revised employee  
7 handbook for employees of WNG MANAGEMENT (the "Seeno Handbook"). Many provisions  
8 from the prior employee handbook, dated August 15, 2009, and approved by Whittemore and  
9 plaintiff Mamer, were incorporated in the Seeno Handbook. This included Section 8.2,  
10 Workplace Violence. The Seeno Handbook states that "acts or threats of physical violence,  
11 including intimidation, harassment and/or coercion, which involve or affect the Company, or  
12 which occur on Company property, will not be tolerated." The Seeno Handbook directs that, "all  
13 threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to  
14 an immediate supervisor or any other member of management and our security staff." The Seeno  
15 Handbook continues by saying, "the Company will promptly and thoroughly investigate all  
16 reports of threats of (or actual) violence and of suspicious individuals or activities. The identity  
17 of the individual making a report will be protected as much as is practical." This section  
18 concludes by saying, "any employee determined to be responsible for threats of (or actual)  
19 violence or other conduct that is in violation of these guidelines will be subject to prompt  
20 disciplinary action up to and including termination of employment."

21 60. On or around early February 2011, defendant McCauley began discussions with  
22 plaintiff Mamer regarding a planned WNG HOLDING federal tax deduction related to failed  
23 capital investments (the "Capital Loss Project") that were part of the unsuccessful PGA Village at  
24 Coyote Springs. The magnitude of this tax deduction was significant, and was estimated by  
25 plaintiff Mamer at over twenty five million dollars (\$25,000,000.00).

26 61. On or about late February 2011, plaintiff Mamer received a second letter at his  
27 home from Pavao dated February 23, 2011. Based on her review of the Relocation Agreement,  
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1 Pavao stated the only remaining situation in which monies may be due would be if plaintiff  
2 Mamer moved to Coyote Springs. On information and belief, Pavao knew such a requirement  
3 was impossible since the Coyote Springs master planned community remained incomplete and  
4 lacked all required public municipal facilities (i.e., power, water and sewer service) necessary to  
5 construct and occupy a home or commercial businesses. On information and belief, Pavao was  
6 also aware no housing existed at Coyote Springs, and no other reasonable adjacent housing  
7 options existed for plaintiff Mamer, since the nearest residential community was over forty-five  
8 minutes from the undeveloped Coyote Springs site.

9 62. Since Whittemore personally negotiated and executed the Relocation Agreement  
10 on behalf of WNG MANGEMENT at a time in which he was so authorized, and prior to Seeno,  
11 Jr.'s investment in WNG HOLDING, plaintiff Mamer suggested any contract confusion  
12 expressed by Pavao was easily resolved by including Whittemore in these discussions. On  
13 information and belief, Seeno, Jr. never entertained such discussions with Whittemore, nor  
14 opened good faith negotiations with plaintiff Mamer. On information and belief, Seeno, Jr.  
15 instead ordered Pavao to write the February 23<sup>rd</sup> letter to plaintiff Mamer with an incorrect  
16 interpretation suggesting an impossible performance.

17 63. On February 25, 2011 plaintiff Mamer received an angry call from Albert Seeno,  
18 III in which he ordered plaintiff Mamer "to call Harvey (Whittemore) and tell him that he would  
19 fly up to Reno and break his fucking legs" if Whittemore failed to remedy a proposed delay to a  
20 pending lease payment from CSI's renewable power tenant, BrightSource Energy. Following his  
21 initial threat, Seeno, III continued by further ordering plaintiff Mamer to "tell Harvey  
22 (Whittemore) that I will take away his life if we don't get our money...he'll know what that  
23 means!" Plaintiff Mamer called Whittemore shortly thereafter and described the Seeno, III  
24 threats.

25 64. During the same February 25th telephone call, Seeno, III also ordered plaintiff  
26 Mamer to call CSI's renewable power tenant and tell its representative that "if BrightSource  
27 Energy did not make the lease payment on time, that he [Seeno, III] would hire the highest-priced  
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1 environmental attorney in San Francisco, secretly align himself [Seeno, III] with an  
2 environmental group, and shut-down the Ivanpah job site for at least three years!” The Ivanpah  
3 project was the largest concentrating solar power generation site in the United States at the time,  
4 and was awaiting final approval for a massive one billion six hundred million dollar  
5 (\$1,600,000,000.00) federal renewable power loan guarantee. Seeno, III continued by bragging  
6 that he knew all about the National Environmental Protection Act (“NEPA”), the California  
7 Environmental Quality Act (“CEQA”), the Clean Water Act (“CWA”), and the Endangered  
8 Species Act (“ESA”), implying, plaintiff Mamer believed, Seeno, III had the necessary  
9 knowledge to complete his extortionate threat. While driving home, plaintiff Mamer decided to  
10 refuse Seeno, III’s orders to participate in what he believed to be extortion, and instead, planned  
11 to report these BrightSource Energy threats to Gunderson and appropriate WNG  
12 MANAGEMENT personnel.

13         65. On or about the late evening of February 25, 2011, plaintiff Mamer received a call  
14 at his home from Gunderson. During the ensuing conversation plaintiff Mamer reported the  
15 Whittemore and BrightSource Energy threats made by Seeno, III to Gunderson. Gunderson told  
16 plaintiff Mamer, in his opinion, Seeno, III was “crazy” or “nuts”, or both, and thanked plaintiff  
17 Mamer for not conveying the Seeno, III threats to BrightSource Energy’s representative. Plaintiff  
18 Mamer’s wife, Christina M. Mamer, was present during this discussion with Gunderson. The  
19 following week, plaintiff Mamer also discussed these threats with defendant Cargill and a number  
20 of senior WNG MANAGEMENT staff who worked at Coyote Springs and its northern Nevada  
21 corporate offices.

22         66. Given his concern regarding the Whittemore and BrightSource Energy threats  
23 made by Seeno, III, plaintiff Mamer discussed this matter with his attorney, Bruce R. Mundy,  
24 upon return to his home on evening of February 25, 2011.

25         67. On information and belief, on or about March 4, 2011, Whittemore reported these  
26 threats to police authorities.

27         68. On or about March 4, 2011, Whittemore resigned from WNG MANAGEMENT.  
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1 On information and belief, plaintiff Mamer learned Whittemore's resignation was impelled by the  
2 threats made by Albert Seeno, III, and the flagrant disregard of a number of WNG  
3 MANAGEMENT'S policies by the Seeno Defendants.

4 69. On or about March 4, 2011, affiliates of WNG HOLDING sued Pardee Homes in  
5 Nevada District Court effectively halting the initial municipal infrastructure Pardee was under  
6 contract to complete at the Coyote Springs site. Plaintiff Mamer contends Seeno, Jr. was aware  
7 of this pending litigation when he ordered the Pavao February 23<sup>rd</sup> letter be sent to plaintiff  
8 Mamer. On information and belief, the Pavao February 23<sup>rd</sup> letter was an intentional bad faith act  
9 by Seeno, Jr. meant to injure plaintiff Mamer's right to receive the benefits of the Relocation  
10 Agreement.

11 70. On March 8, 2011, plaintiff Mamer responded to Pavao by company email  
12 offering his disagreement with Pavao's interpretation, and instead, pointed out the second two-  
13 pronged event providing for his decision to sell his Las Vegas home: (i) if his employment from  
14 WNG MANAGEMENT was terminated, or (ii) if there was a material change in his  
15 compensation. In this regard, plaintiff Mamer made Pavao aware of the April 2009 discussions  
16 with Whittemore in which he requested WNG MANAGEMENT consent to the sale of his  
17 residence due to the material change in his compensation.

18 71. On or around mid-March 2011, plaintiff Mamer received a third letter at his home  
19 from Pavao dated March 15, 2011. In this letter Pavao made plaintiff Mamer aware that the  
20 company disagreed with his interpretation of the Relocation Agreement, and asked plaintiff  
21 Mamer to initial the current Mamer A/R balance. Plaintiff Mamer initialed an internal email that  
22 described the Mamer A/R balance, but did not sign, nor was requested to sign, the standard WNG  
23 MANAGEMENT loan acknowledgement. This and all related principal correspondence from  
24 and to Pavao was copied to Albert Seeno, Jr.

25 72. On the same date as Pavao's March 15<sup>th</sup> letter, plaintiff Mamer received an  
26 interoffice email from Albert Seeno, Jr. titled "Expectations" that described five (5) projects  
27 Seeno, Jr. asked plaintiff Mamer to spearhead. On March 30, 2011 plaintiff Mamer received a  
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1 second interoffice memorandum dated March 30, 2011 from Seeno, Jr. titled "Water Rights" that  
2 described a large research project related to WNG HOLDING'S water holdings that Seeno Jr.  
3 also asked plaintiff Mamer to lead. While the Seeno, Jr. letters were positively written, Ghiorso  
4 subsequently told plaintiff Mamer, on a number of occasions, these letters were viewed by Seeno,  
5 Jr. and Seeno, III as plaintiff Mamer's "last chance" employment warnings. Since plaintiff  
6 Mamer had never received an employment critique, warning or demotion in his seventeen-year  
7 career with entities that became part of WNG HOLDING, and instead, had experienced a  
8 progressive series of promotions and job praise, plaintiff Mamer found Ghiorso's comments  
9 threatening, and assumed, based on the timing of the first Seeno, Jr. letter, that the "last chance"  
10 warnings related to plaintiff Mamer's rejection of the WNG MANAGEMENT'S loan  
11 acknowledgement, and assertion of his rights under the Relocation Agreement. In this regard,  
12 and assuming Ghiorso's threats were an accurate reflection of Seeno, Jr.'s and Seeno, III's  
13 opinions, plaintiff Mamer assumed the company intended to force his resignation as a defense  
14 against payment under the terms of the Relocation Agreement.

15 73. On or about March 17, 2011, defendant McCauley convened the first face-to-face  
16 Capital Loss Project meeting with plaintiff Mamer and England at the Coyote Springs site.  
17 Defendant McCauley described that any write-off "needed to be retained at the Seeno level", with  
18 specific instructions to plaintiff Mamer and England to "exclude any benefits to Harvey  
19 (Whittemore)". Defendant McCauley directed plaintiff Mamer to develop a historical factual  
20 pattern that supported these deductions being shifted from tax year 2009 (the year in which the  
21 PGA Licensing Agreement was terminated) to tax year 2010. On information and belief, the  
22 shifting of this deduction was significant to the Seeno Defendants since in that tax year  
23 Whittemore had transferred some or all of his capital membership in WNG HOLDING to  
24 defendant Tom Seeno. If the write-offs were part of an amended WNG HOLDING return for tax  
25 year 2009, on information and belief, Whittemore may have received his proportional share of  
26 this capital loss which could have totaled over nine million dollars (\$9,000,000.00). During the  
27 course of the Capital Loss Project, and on more than one occasion, plaintiff Mamer discussed  
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1 how troubling he felt McCauley's orders were with England. Plaintiff Mamer expressed similar  
2 concerns in separate discussions with Gunderson and, on information and belief, with Harris.

3 74. On March 23, 2011 defendant Ghiorso ordered plaintiff Mamer to change his work  
4 schedule to make sure Mamer was at the Coyote Springs' site from 8:00 am to 6:30 pm, Monday  
5 through Friday: a 10½ workday, plus a two (2) hour commute. Ghiorso also ordered fellow  
6 Coyote Springs staff that commuted with plaintiff Mamer, including England and Manolito  
7 Amansec, Budget Analyst for WNG MANAGEMENT, to discontinue the non-work carpool  
8 activity. While plaintiff Mamer complied with this order, the logic behind such on-site work  
9 hours, at a site with no construction activity, no housing, and no commercial facilities or services  
10 when plaintiff Mamer had laptop computer and remote server access from his home in Las Vegas,  
11 made little sense; especially given the Seeno, Jr.'s list of critical projects, and since Ghiorso had  
12 exerted complete control over all elements of golf management. Plaintiff Mamer felt Ghiorso's  
13 orders to his fellow carpool riders was blatant harassment, especially since plaintiff Mamer, on a  
14 regular basis, worked on his laptop during the commute to and from the Coyote Springs site.  
15 Plaintiff Mamer assumed these efforts were intended to further the Seeno Defendants' goals to  
16 force him to resign and forfeit his rights under the Relocation Agreement.

17 75. As part of the March 23, 2011 discussion, plaintiff Mamer made Ghiorso aware  
18 that his arrival time at 8:10 am each workday (instead of earlier) was because plaintiff Mamer  
19 dropped off his disabled 12-year old son off at school in Las Vegas at 7:10 am. Mamer told  
20 Ghiorso, "given our [Mamer and his wife] son's unfortunate emotional and behavioral challenges  
21 resulting from the removal of his right temporal lobe and remaining malignant brain tumor, my  
22 work hours previously allowed me to work early mornings and late evenings and weekends so  
23 that I could take charge of his at-home care. For whatever reason, he [Mamer's disabled son]  
24 responds best to a father's level of authority and firm care, and unfortunately he [Mamer's disable  
25 son] has manipulated and/or frustrated ever baby-sitter we have found in Las Vegas." Mamer  
26 received no comment or reply to this correspondence, and started working the required 10 ½ hour  
27 workday (plus two (2) hours of commute time).



1           76. Following this meeting, both England and Amansec told plaintiff Mamer they  
2 feared they would lose their jobs if they continued to commute with him to the Coyote Springs  
3 site. Since on or around March 2008, plaintiff Mamer, England, Amansec, and at times Cargill,  
4 had regularly commuted together to the Coyote Springs site. After this date, plaintiff Mamer was  
5 forced to make the two hour commute alone even though other WNG MANAGEMENT staff  
6 were allowed to commute to Coyote Springs, including Ghiorso himself, who frequently  
7 commuted in a company vehicle from Las Vegas to the Coyote Springs site with Mr. Sal Evola  
8 (“Evola”), another WNG MANAGEMENT executive and relative of the Seeno Defendants.

9           77. On April 25, 2011 Ghiorso ordered plaintiff Mamer expand his work schedule  
10 from 7:00 am to 6:00 pm (an 11-hour workday, plus two (2) hour commute).

11           78. As part of the April 25, 2011 discussion, and after Ghiorso changed his hours to  
12 start at 7:00 am through 6:00 pm each workday, plaintiff Mamer requested WNG  
13 MANAGEMENT reconsider the mandated 11-hour on-site work day due to concerns plaintiff  
14 Mamer previously expressed about his twelve-year old disabled son’s early morning care.  
15 Plaintiff Mamer asked that he be allowed to continue working the prior 10 ½ hour workday, and  
16 augment any other necessary work time remotely from home. Ghiorso asked plaintiff Mamer to  
17 describe his circumstances in writing, which plaintiff Mamer completed that same day writing,  
18 “as we previously discussed around March 23rd, my only request for an 8:15am arrival was to  
19 help manage the care of our [plaintiff Mamer and his wife] disabled son.” Plaintiff Mamer  
20 continued by stating “this honestly has nothing to do with my commitment to the company, or a  
21 willingness to work hours before or after my onsite hours.” As defendant Cargill can attest,  
22 plaintiff Mamer continued, “my long-term work ethic for the company is supported by long hours  
23 both at work and at home” that “historically averaged over 60 hours per week.” On information  
24 and belief, this request was not seriously considered, nor was formally accepted or denied by  
25 either Ghiorso or WNG MANAGEMENT. Mamer received no response to his request for  
26 reconsideration, and was not allowed to change his work schedule back to the prior’s month’s 10  
27 ½ hour work day. On information and belief, such action or inaction by WNG MANAGEMENT  
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1 may be in violation with association provisions of the Americans with Disability Act of 2008  
2 (“ADA”).

3 79. While informing Ghiorso that defendant Cargill could attest to plaintiff Mamer’s  
4 historical 60+ hour work week, plaintiff Mamer recognized “our [WNG MANAGEMENT’S] old  
5 management structure allowed for flex hours at home which I [Mamer] realize is not our current  
6 structure [under Seeno, Jr. and Seeno, III].” Prior to plaintiff Mamer’s relocation to Las Vegas,  
7 and based on personal requirements related to the continuing care of his disabled son, plaintiff  
8 Mamer requested Whittemore approve a flexible work schedule that would allow him to vary his  
9 work time, days and work location, when necessary, to meet the needs of his disabled son’s care.  
10 Not only did Whittemore approve this personal request for plaintiff Mamer, Whittemore ordered  
11 plaintiff Mamer enact a similar standard for any WNG MANAGEMENT personnel whose job  
12 functions were not negatively affected by such flexibility. In fact, WNG MANAGEMENT’S  
13 approved employee handbook under Whittemore contained a provision stating “flexible  
14 scheduling is available in some cases to allow employees to vary their starting and ending times  
15 each day within established limits.” For all years prior to the Seeno, Jr.’s takeover of WNG  
16 HOLDING, it was common practice to allow senior executives flexible hours and days, including  
17 but not limited to, work from home, work from ancillary non-site offices, work from consultants’  
18 offices, etc. After the Albert Seeno, Jr. takeover of WNG HOLDING, the Seeno-amended WNG  
19 MANAGEMENT employee handbook eliminated this provision.

20 80. As part of the April 25, 2011 discussion, plaintiff Mamer was also told of another  
21 material change to his executive compensation. The company paperwork plaintiff Mamer signed  
22 regarding this change did not describe this action was related to poor workmanship or similar  
23 inadequate performance.

24 81. On May 6, 2011, plaintiff Mamer advised the Seeno defendants and senior WNG  
25 MANAGEMENT staff of a series of administrative violations to the Coyote Springs project’s  
26 various environmental permits. Many of these violations related to fees due under the permits,  
27 which were estimated by plaintiff Mamer to exceed one million three hundred thousand dollars  
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1 (\$1,300,000.00). In addition to these direct fees owed, plaintiff Mamer described a series of  
2 indirect violations which required immediate attention. Plaintiff Mamer recommended immediate  
3 compliance should be undertaken. No action was approved by the Seeno Defendants, and, on  
4 information and belief, the Coyote Springs site may still be in violation of some or all of these  
5 violations.

6 82. Sadly, on or around May 8, 2011, plaintiff Mamer's twelve-year old disabled son  
7 took an overdose of prescription medication to treat his traumatic brain injury. On May 15, 2011,  
8 plaintiff Mamer made Ghiorso aware of this distressing incident telling Ghiorso that his  
9 [Mamer's] disabled son said he took the life-threatening dosage in the hope "it would help him be  
10 better". Plaintiff Mamer said he would continue the eleven (11) hour mandatory workday, stating  
11 he would use accrued paid time off for any time necessary to manage his son's twenty-four hour  
12 care, and for visits to the psychiatric hospital to which plaintiff Mamer and his wife were  
13 committing their son. In this regard, plaintiff Mamer stated he needed to take an afternoon off  
14 two (2) days later, using his accrued time off, to best coordinate his son's care. Ghiorso's only  
15 comment, "Understandable."

16 83. On or about June 1, 2011, BrightSource Energy terminated its lease with CSI.

17 84. On June 10, 2011, plaintiff Mamer advised the Seeno defendants and senior WNG  
18 MANAGEMENT staff of a violation of Endangered Species Act related to a Coyote Springs  
19 environmental permit issued by U.S. Army Corps of Engineers (the "USACE Permit"). The  
20 violation involved non-compliance with a permit requirement related to a threatened species  
21 located at the site, the desert tortoise. Compliance was estimated by plaintiff Mamer to cost  
22 WNG HOLDING no more than one hundred twenty five thousand dollars (\$125,000.00), and  
23 plaintiff Mamer recommended immediate compliance should be undertaken. No action was  
24 approved by the Seeno Defendants, and on information and belief, the Coyote Springs site is still  
25 in violation of this federal permit.

26 85. On June 21, 2011, plaintiff Mamer was demoted by Albert Seeno, Jr., and was re-  
27 assigned to work under defendant Cargill's supervision as a "Forward Planner" for the Coyote  
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1 Springs project. Other than the “last chance” memorandums, plaintiff Mamer previously received  
2 no critique, notice or warning of poor work, and was not afforded a face-to-face meeting  
3 explaining the change in job title and responsibilities. Instead, plaintiff Mamer was copied on an  
4 internal memorandum copied to other senior executives describing his demotion, which was  
5 followed by a companywide memorandum describing plaintiff Mamer’s new role working under  
6 defendant Cargill as a Forward Planner. At this time, plaintiff Mamer was first offered an  
7 organizational chart that described defendant Ghiorso’s role.

8 86. As part of the June 21, 2011 discussion, plaintiff Mamer was told of another  
9 material change to his executive compensation. The company paperwork plaintiff Mamer signed  
10 regarding this change did not describe this change was related to job performance even though he  
11 recognized the change in title was a demotion.

12 87. During Whittemore’s and plaintiff Mamer’s management they approved defendant  
13 Cargill having flexible hours, flexible work days, and the ability to work from an office she  
14 leased from family friends (or from home) in Las Vegas in order to participate in her non-  
15 disabled son’s care, and other school and social activities. After the Albert, Jr. take-over of WNG  
16 HOLDING, defendant Cargill was allowed to continue such accommodations. In fact, on or  
17 around October 2010, defendant Cargill bragged to plaintiff Mamer that she had informed Seeno,  
18 Jr. that the flexible work schedule was “part of her deal” when Whittemore hired her as General  
19 Counsel for WNG MANAGEMENT, and that Seeno, Jr. had approved the continuation of her  
20 accommodations. On or around February 2011, Cargill’s flexible work schedule continued even  
21 after such accommodations were removed from WNG MANAGEMENT’S employee handbook  
22 by Seeno, Jr. and Seeno, III. Cargill’s flexible work schedule continued after she was promoted  
23 by Seeno, Jr. as plaintiff Mamer’s direct supervisor.

24 88. On or about June 2011, and during an initial forward planning meeting convened  
25 by Cargill, and attended by Cargill, plaintiff Mamer, and fellow forward planners, Doug Carriger  
26 and Sal Evola, Cargill told Mamer he could discontinue the “crazy” 11-hour (plus 2 hour  
27 commute) onsite workday ordered by Ghiorso. On information and belief, Cargill’s action as an  
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1 attorney and an executive of the company was an admission that Ghiorso's mandated work hours  
2 for plaintiff Mamer alone was capricious and a violation of the Fair Labors Standards Act and the  
3 Family and Medical Leave Act.

4 89. On August 17, 2011, plaintiff Mamer was instructed to begin work on another tax  
5 project that defendant McCauley said would include current and future obligations related to a  
6 series of acquisitions, licensing agreements, entitlements, improvements and sales that were part  
7 of, or related to, the Coyote Springs project. As part of his orders, defendant McCauley outlined  
8 how this project was planned for use in a "massive fraudulent misrepresentation claim" against  
9 Whittemore (the "Fraudulent Misrepresentation Project"). Defendant McCauley explained to  
10 plaintiff Mamer that there were "a number of discoverable...material facts that Albert Jr. [Seeno,  
11 Jr.] was not made aware of (prior to his acquisition)", and that the Seenos needed to prove that  
12 "Harvey [Whittemore] was aware that project value was gone, and that he did not disclose these  
13 risks to Albert Jr. [Seeno, Jr.] at the time of his purchase" Defendant McCauley continued by  
14 stating that without this evidence, Seeno, Jr. "would not get the tax write-off" planned by the  
15 Seeno tax team. Defendant McCauley described the goal of the Fraudulent Misrepresentation  
16 Project was to establish a large three hundred million dollar (\$300,000,000.00) to four hundred  
17 million dollar (\$400,000,000.00) fraudulent misrepresentation claim, less any direct recovery, and  
18 "the planned recovery was to get the IRS [Internal Revenue Service] to accept at least a  
19 percentage of the larger claim". This discussion made it plain to plaintiff Mamer why Seeno  
20 Defendants continued his employment.

21 90. As part of the Fraudulent Misrepresentation Project, defendant McCauley also told  
22 plaintiff Mamer that "Harvey [Whittemore] misled Albert Jr. [Seeno, Jr.] on the value of Coyote  
23 Springs", and therefore, "Albert Jr. [Seeno, Jr.] paid too much for his share" of WNG HOLDING.  
24 Defendant McCauley continued these allegations by stating "there are a number of material facts  
25 that have crawled out of the woodwork, not due to the recession, all of which were undisclosed  
26 liabilities known by Harvey [Mr. Whittemore]". Since plaintiff Mamer was President & CEO  
27 prior to and after the Albert Seeno, Jr. acquisition of WNG HOLDING, plaintiff Mamer asked  
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1 McCauley why the Seeno Company had not performed any due diligence in advance of Seeno,  
2 Jr.'s forty four million dollar (\$44,000,000.00) acquisition from Whittemore? As a newly hired  
3 executive of the Seeno Company at the time of the acquisition, McCauley told plaintiff Mamer  
4 that due diligence materials were not requested by Seeno, Jr. because Seeno, Jr. "relied on the  
5 personal integrity of Harvey [Whittemore]". McCauley also told Mamer the Seeno Company was  
6 busy with much larger projects, and that Seeno, Jr. told McCauley not to worry about the Coyote  
7 Springs investment since, in Seeno, Jr.'s opinion, it was a "small deal".

8 91. On or about September 16, 2011, and at the end of a Forward Planning Meeting,  
9 but after Cargill had left for another meeting, plaintiff Mamer was told by Evola that Albert  
10 Seeno, Jr. and Albert Seeno, III had ties with members of the Hell's Angels and other felons (the  
11 "Evola Allegations"), including Albert Seeno, Jr.'s part-time chauffeur, and ranch care-taker, Mr.  
12 Victor Bustos ("Bustos"). Evola stated continued contact by the Seenos [Seeno, Jr. and Seeno,  
13 III] with known felons was a violation of Nevada Gaming Law, and that executives and family  
14 members of Seeno, Jr. and Seeno, III covered-up Bustos' continued close relationship. On  
15 information and belief, Evola is a nephew of Albert Seeno, Jr., worked as a senior executive of  
16 the Seeno Company, or its affiliates, for over twelve years, was a long-time public official in the  
17 east bay of California, and was a fellow forward planner with Mamer. Plaintiff Mamer had no  
18 reason to disbelieve Evola, and following this meeting plaintiff Mamer completed a quick internet  
19 search of the "Bustos and Seeno" alleged connection and found articles which seemed to verify  
20 Evola's statements, including references to illegal drugs, weapons, connections to members of the  
21 Hell's Angels, and a Nevada Gaming Control Board complaint filed against the Seenos [Seeno,  
22 Jr. and Seeno, III].

23 92. While defendant Cargill was not present for the entire Bustos discussion between  
24 Evola and plaintiff Mamer, she was present when Evola stated his cellular phone was  
25 programmed to show incoming calls from Bustos were listed as "Norman" due to Gaming  
26 Control Board concerns.

27 93. Given his concern regarding the Evola Allegations, plaintiff Mamer discussed this  
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1 matter with his attorney, Bruce R. Mundy, upon return to his home on the evening of September  
2 16, 2011.

3 94. On September 18, 2011, plaintiff Mamer submitted a written report (the “Bustos  
4 Report”) to his supervisor, defendant Cargill, describing suspected violations of the WNG  
5 MANAGEMENT employee policies. Plaintiff Mamer also stated the substance of the report was  
6 hearsay, but if true, that he wanted to make it clear he refused to participate in any illegal activity.  
7 Beyond the Bustos-Seeno connection, plaintiff Mamer also told defendant Cargill that he felt  
8 Albert Seeno, III’s “Seeno Way” and Whittemore “leg breaking” comments were meant as  
9 threats, and that he wanted to clarify he did not participate in the Albert Seeno, III ~~in the~~ Septic  
10 System Installations that he believed may have violated the federal Clean Water Act, all also,  
11 suspected violations of company policy. Given the seriousness of his complaint, plaintiff Mamer  
12 told Cargill that he intended to use accrued Paid Time Off to consult an attorney and evaluate  
13 these matters. Plaintiff Mamer instructed Cargill that he was sending this report from his  
14 personal email since Evola also said Albert Seeno, III had ordered Seeno Company Information  
15 Technology staff to “blind copy” select senior executive emails for his review. Plaintiff Mamer  
16 did, however, blind-copy Gunderson, his attorney, Bruce R. Mundy, and his wife, Christina M.  
17 Mamer, on this email to Cargill sent from his personal email account.

18 95. On or around thirty (30) minutes after the Bustos Report was transmitted to  
19 Cargill, Gunderson called plaintiff Mamer~~’s~~ at his residence. Gunderson stated it was an  
20 “interesting email”, and explained that Bustos had been working for Albert Seeno, Jr. at one of  
21 Seeno, Jr.’s northern California ranches soon after the Final Stipulation For Settlement and Order  
22 was reached with the Nevada Gaming Control Board in 2004. Mamer stated he found it stunning  
23 that Seeno, Jr. would employ Bustos if Evola’s statements were true. Gunderson replied that was  
24 just the way Seeno, Jr. and Seeno, III operated. Gunderson did not say Evola’s comments were  
25 false, and instead, characterized Evola as a “straight shooter” with whom he had a good  
26 relationship. Gunderson stated Seeno, Jr. was fearful of going before the Gaming Control Board  
27 again, because any negative impacts to him would also impact those family members entitled to  
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1 gaming distributions from the trust Seeno, Jr. had formed to hold his interest in the Peppermill  
2 hotel/casinos/gaming holdings. Plaintiff Mamer told Gunderson he assumed his report to Cargill  
3 was likely to lead to his termination, but after the “Seeno Way” threat, the Whittemore and  
4 BrightSource Energy threats, the unpermitted septic installations and possible violations of the  
5 Clean Water Act, and this latest incident, he found the new company policies and actions  
6 troubling; it seemed the law met nothing to Seeno, Jr. and Seeno, III, and plaintiff Mamer did not  
7 want to be dragged into any illegal activities. Plaintiff Mamer told Gunderson, in his opinion,  
8 WNG MANAGEMENT under Seeno, Jr.’s and Seeno, III’s leadership appeared to promote those  
9 who were willing to stretch or ignore the law so long as it pleased both Seenos. Plaintiff Mamer  
10 said he felt defendants Ghiorso and Cargill seemed to fit this description. Gunderson replied,  
11 from his experience, Ghiorso was a “loser” who had never had a successful prior career.  
12 Gunderson also said he used to have a good relationship with Cargill, getting on average three to  
13 five emails per day, but that since Cargill had “gone to the dark side”, Gunderson only received  
14 one to two emails per month. Plaintiff Mamer told Gunderson he never felt this way under the  
15 many years of Tom Seeno – Whittemore ownership and management, and Gunderson stated that  
16 neither Tom nor he would ask that of an employee...to which plaintiff Mamer agreed. Plaintiff  
17 Mamer told Gunderson that at this point, he was simply asking WNG MANAGEMENT to honor  
18 the terms of the Relocation Agreement. Plaintiff Mamer did describe to Gunderson that earlier in  
19 2011 Pavao had determined the company had no feasible obligations under the Relocation  
20 Agreement, since his movement to Coyote Springs was extremely unlikely. Gunderson ended the  
21 call cordially by recommending plaintiff Mamer actively look for a new job. In this regard,  
22 Gunderson told plaintiff Mamer he should feel free to call him anytime for advice, and offered to  
23 confidentially be listed as a personal reference. Plaintiff Mamer’s wife, Christina M. Mamer, was  
24 present during this discussion with Gunderson.

25 96. On information and belief, WNG MANAGEMENT’S monthly Verizon invoice  
26 shows a detailed listing of all incoming/outgoing calls made on company cellular phones. On  
27 information and belief, the described calls to/from Seeno, III, Whittemore, Mr. Mark Zahn  
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1 [BrightSource Energy] and Gunderson related to the BrightSource Energy delayed lease payment  
2 are contained in the detail listing for plaintiff Mamer's business cellular phone number. On  
3 information and belief, Gunderson's lengthy call to plaintiff Mamer following the Bustos Report  
4 is similarly documented.

5 97. The Bustos Report was sent to Cargill as General Counsel for WNG  
6 MANAGEMENT and plaintiff Mamer's supervisor, Sunday evening, September 18, 2011 at 6:34  
7 p.m. WNG MANAGEMENT'S reply was received by plaintiff Mamer less than two days later,  
8 on September 20, 2011 at 3:57 p.m. This letter was authored by Cassity and characterized  
9 plaintiff Mamer's report as "highly inflammatory and inappropriate", that all statements he  
10 attributed to Evola were "untrue and highly slanderous", and that the "company and its owners  
11 have never asked you, nor would they ever ask any employee, to participate in any criminal  
12 activity". Plaintiff Mamer was ordered by Cassity to "cease and desist...spreading these  
13 unsubstantiated statements," or face termination. Plaintiff Mamer vehemently disputes all  
14 conclusions made by Cassity.

15 98. On information and belief, the Bustos Report contained a number of historical  
16 allegations about the Seeno and Bustos relationship that were not part of the public press, and  
17 could not have been known by plaintiff Mamer but for Evola telling him.

18 99. On or around September 20, 2011, plaintiff Mamer began a medically-ordered  
19 leave of absence. This was the first and only such leave of absence during plaintiff Mamer's  
20 seventeen-year employment history with WNG MANAGEMENT.

21 100. On or around September 22, 2011, and due to an actual fear of physical harm for  
22 reporting suspected violations of WNG MANAGEMENT policies, plaintiff Mamer gave a sworn  
23 statement to preserve certain testimony related to what he believed were, in addition to violations  
24 of company policies, also unlawful activities perpetrated by the Seeno Defendants.

25 101. On information and belief, Evola's twelve-year career working for his relatives at  
26 the Seeno Company, or its affiliates, was terminated shortly after the Bustos Report was sent by  
27 plaintiff Mamer to Cargill.  
28

1           102. On or around October 2011, and upon review of that certain Final Stipulation for  
2 Settlement and Order by and between the Nevada Gaming Control Board and Albert Seeno, Jr. ,  
3 plaintiff Mamer acknowledges this settlement includes permissive language regarding Bustos’  
4 continued employment by Seeno, Jr., or at affiliates of the Seeno Company, and that this language  
5 may be in conflict with the Evola Allegations; however, plaintiff Mamer had no way of gaining  
6 this knowledge until he personally ordered and was handed a complete copy of the related Order,  
7 Complaint, First Amended Complaint and transcript from a representative of the State Gaming  
8 Control around this time. Plaintiff Mamer leaves it to state gaming officials to determine whether  
9 Bustos’ role working for Seeno, Jr. is in violation of the Nevada Gaming Settlement.

10           103. On or about November 21, 2011, affiliates of WNG HOLDING sued BrightSource  
11 Energy in Nevada District Court. Even though BrightSource Energy had terminated its lease on  
12 or around five months earlier, such an action, plaintiff Mamer contends, effectively halted  
13 replacement renewable power generation efforts at the Coyote Springs site.

14           104. On or about December 26, 2011, plaintiff Mamer was constructively discharged  
15 from his seventeen-year executive career at WNG MANAGEMENT by the Seeno Defendants.

16           105. On or about February 9, 2012, the Seeno Defendants sued plaintiff Mamer in  
17 Nevada District Court alleging among other things civil conspiracy, breach of contract, breach of  
18 implied covenant of good faith and fair dealing, and misappropriation of trade secrets.

19           106. On or about February 27, 2011, plaintiff Mamer filed a civil complaint with the  
20 Southern Nevada Health District (“SNHD”), alleging, among other things, the Septic System  
21 Installations perpetrated by Seeno, III, and with the knowledge and approval of Seeno, Jr., may  
22 have violated county, state and federal laws. On information and belief, investigation by the  
23 SNHD is on-going.

24           107. On March 26, 2012, plaintiff Mamer received correspondence from the SNHD  
25 related to his civil complaint. As part of this dialogue, SNHD informed plaintiff Mamer that it  
26 had been “asked by Emilia Cargill, Senior VP and General Counsel for Coyote Springs Land, to  
27 permit three holding tanks.” On or around April 2012, plaintiff Mamer was told the Septic  
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1 System Installations he observed being installed in October 2010 had been removed when he was  
2 not at the Coyote Springs site. This same source described to plaintiff Mamer that septic holding  
3 tanks had been reinstalled in place of the septic systems. On information and belief, Seeno, Jr.  
4 and/or Seeno, III ordered such removal, with Ghiorso and Cargill aware of, or participants in,  
5 what plaintiff Mamer contends was an intentional cover-up. Plaintiff Mamer has made SNHD  
6 investigators aware of his opinion, and further reviewed that certain June 2011 septic holding tank  
7 permit application, signed by defendant Cargill, that plaintiff Mamer told SNHD officials, in his  
8 opinion, contained false or misleading information. Plaintiff Mamer also speculated that he  
9 believed the process of submitting for holding tank permits was meant to create opportunity for  
10 the Seeno Defendants, or Seeno, Jr. and Seeno, III, to plead to a lesser violation. On information  
11 and belief, SNHD is continuing its investigation of this matter.

12 108. The Seeno Company, Seeno, Jr., and/or Seeno, III, have settled significant civil  
13 and criminal fines related to past environmental violations. These include, but are not limited to,  
14 (i) a one million dollars (\$1,000,000.00) criminal fine and restitution for destroying threatened  
15 frog habitat settled on or about July 19, 2002 (the "Red Legged Frog Settlement"), and (ii), a  
16 second statutory civil fine of two million nine hundred fifty thousand dollars (\$2,950,000.00) for  
17 streambed alteration, water pollution and waste discharge violations on or about March 3, 2008  
18 (the "Water Pollution Settlement").

19 109. On September 24, 2004, the Nevada Gaming Control Board and Albert Seeno, Jr.  
20 agreed to a Final Stipulation for Settlement and Order (the "Nevada Gaming Settlement") which  
21 required, among other penalties, the payment of seven hundred seventy five thousand dollars  
22 (\$775,000.00). On information and belief, in a matter related to the Nevada Gaming Settlement,  
23 Albert Seeno, III agreed to a twenty five thousand dollar (\$25,000.00) fine. The Order,  
24 Complaint and First Amend Complaint to this settlement is based on Seeno, Jr.'s association with  
25 Bustos, other known felons, and members of the Hell's Angels, and for violations of state law and  
26 gaming regulations related to the Red Legged Frog Settlement.

27 110. Significantly, 6 of the 10 counts described in the First Amended Complaint dealt  
28

1 with environmental violations. In this regard, and as detailed in the September 24, 2004  
2 transcript before the State Gaming Commission, the lone dissenter to the Nevada Gaming  
3 Settlement, Commissioner John Moran, asked the record reflect his view that “when you have an  
4 action where there is an intentional destroying of habitat for a federally listed endangered species,  
5 that, to me, kind of tells me a lot about the person who is standing before me [describing Seeno,  
6 Jr.].”

7 111. A cursory review of these environmental violations by Seeno, Jr. or his business  
8 affiliates supports Commissioner Moran’s concerns. The Red Legged Frog guilty plea was based  
9 on violations that took place on or around March 2001, with the plea recorded on or about July  
10 2002. The complaint for the Water Pollution Settlement was based on a series of Seeno, Jr.  
11 ordered violations that occurred during 2002, 2003 and 2004. The Nevada Gaming Settlement  
12 complaint, which was based, in part, on the Red Legged Frog plea was recorded on or about  
13 March 2004, with the Final Stipulation for Settlement and Order recorded on or around  
14 September 2004. The inspection which lead to the Water Pollution Settlement occurred on or  
15 about October 2005, with the Notice of Violation issued on April 2006, and the settlement  
16 reached on March 2008. On or around July 2010, Seeno, Jr. assumed the role of Managing  
17 Member of WNG HOLDING, with Seeno, III acting in a lead management role. On or about  
18 October 2010, Seeno, III ordered removal of septic holding tanks and the installation of  
19 unpermitted septic systems at Coyote Springs, in possible violation of the Clean Water Act since  
20 at least one of these installations was within or near a desert wash designated by the United States  
21 Army Corps Engineers (“USACE”) as a Water of the United States. On May 2011, plaintiff  
22 Mamer made the Seeno Defendants aware of a number of administrative environmental permit  
23 violations at Coyote Springs. On June 2011, plaintiff Mamer made the Seeno Defendants aware  
24 of environmental violations related to a threatened species located at Coyote Springs, the Desert  
25 Tortoise, in possible violation of the Endangered Species Act. Plaintiff Mamer asserts this  
26 decade-long history demonstrates a pattern of knowing and intentional willful disregard for state  
27 and federal environmental regulations and laws.  
28

1           112. On information and belief, while Nevada gaming regulators, commissioners and  
2 board members based the Nevada Gaming Settlement on the Red Legged Frog Settlement, they  
3 appear not to have been aware, or decided not to prosecute, the more significant repeat Water  
4 Pollution Settlement.

5           113. The Water Pollution Settlement included a permanent injunction (the “Permanent  
6 Injunction”) agreed to by the Seeno Company, its affiliated companies and entities, its managing  
7 partner (Seeno, Jr.), and all other related entities and their owners, partners, officers, employees,  
8 subsidiary corporations, or other entities acting by, though, under, or on behalf of, the Albert D.  
9 Seeno Construction Company, with actual or constructive knowledge of the Water Pollution  
10 Settlement (collectively, “Enjoined Parties”). It seems beyond dispute that WNG HOLDING, as a  
11 wholly owned affiliate of the Seeno Defendants, falls under the scope of this Permanent  
12 Injunction as an Enjoined Party.

13           114. The Permanent Injunction required, among other penalties, a mandatory five (5)  
14 year environmental instructional program for all Enjoined Parties. Said program, pursuant to the  
15 Water Pollution Settlement, commenced in 2007 through 2011. Under this agreement, Seeno, Jr.  
16 agreed, on behalf of his enjoined affiliates, to implement a course of instruction for all employees  
17 to explain the legal requirements relating to environmental, water quality, wetlands and habitat  
18 conservation and protection, which shall instruct the employees in the appropriate methods for  
19 compliance with such requirements under environmental laws, including by not limited to NEPA,  
20 CEQA, CWA and the ESA. It seems beyond dispute that Seeno, Jr. and Seeno, III were held to a  
21 higher legal standard as a result of this agreement. In addition, it is apparent to plaintiff Mamer  
22 how Seeno, III gained the knowledge of environmental laws he bragged about while making  
23 extortionate threats against BrightSource Energy (See paragraph 64).

24           115. During the term of plaintiff Mamer’s employment with and for the Seeno  
25 Defendants, such environmental training was never discussed nor implemented for employees of  
26 WNG MANAGEMENT, a WNG HOLDING affiliate. On or around early 2011, Evola  
27 mentioned the Seeno Company had such a program to plaintiff Mamer, but at that time, plaintiff  
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1 Mamer was unaware of the scope of the Water Pollution Settlement.

2 116. The Permanent Injunction included a prohibitory term that the Enjoined Parties  
3 agreed to be **permanently enjoined** (emphasis added) from, among other things, (i) committing  
4 violations of the federal Endangered Species Act, and (ii) committing violations of the federal  
5 Clean Water Act. On information and belief, Seeno, III's knowing and intentional orders to  
6 remove septic holding tanks and install septic holding systems in an area within or near Waters of  
7 the United States may be in violation of this permanent injunction. On information and belief, the  
8 Seeno Defendants' knowing and intentional disregard for Desert Tortoise permit conditions at  
9 Coyote Springs may be in violation of this permanent injunction.

10 117. Plaintiff Mamer contends defendant Ghiorso willfully and intentionally  
11 participated with the Seeno Defendants to deny plaintiff Mamer his rights under the Relocation  
12 Agreement. On information and belief, defendant Ghiorso's participation's in activity he  
13 reasonably believed, or should have believed, was illegal may be a violation of state and federal  
14 laws.

15 118. Defendant McCauley willfully and intentionally ordered plaintiff Mamer to (i)  
16 fabricate a project history that excluded Whittemore from any benefit related to the Capital Loss  
17 Project, and (ii) to fabricate a project history that advanced false claims, in plaintiff Mamer's  
18 opinion, against Whittemore related to the Fraudulent Misrepresentation Project. On information  
19 and belief, defendant McCauley's willful and intentional orders may be in violation of ethics  
20 requirements pursuant to his CPA license should McCauley take steps to renew his license. On  
21 information and belief, defendant McCauley's willful and intentional orders may be in violation  
22 of federal tax laws.

23 119. As senior executives, plaintiff Mamer and defendant Cargill worked closely  
24 together for over five (5) years. This included multiple and daily communications, frequent face-  
25 to-face meetings, complex work sessions, and occasional joint business trips. Plaintiff Mamer  
26 and defendant Cargill also enjoyed a non-work friendship, which Cargill also shared for many  
27 years with plaintiff Mamer's wife, Christina M. Mamer. Over this period, on information and  
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1 belief, defendant Cargill never expressed doubt to any WNG MANAGEMENT staff as to  
2 plaintiff Mamer's credibility, and in contrast was a frequent supporter of his contributions to the  
3 company. On no occasion did defendant Cargill express to plaintiff Mamer her doubt as to the  
4 legitimacy of his claims regarding the described "Seeno Way" threat, the unpermitted "Septic  
5 System Installations", or the Whittemore and BrightSource Energy threats all perpetrated by  
6 Seeno, III. Similarly, on information and belief, at no time prior to the Bustos Report did  
7 defendant Cargill make management aware that plaintiff Mamer was making "false allegations"  
8 about Seeno, III, pursuant to WNG MANAGEMENT policy and her responsibility as General  
9 Counsel for the company.

10 120. Plaintiff Mamer contends defendant Cargill willfully and intentionally participated  
11 with the Seeno Defendants to deny his rights under the Relocation Agreement. On information  
12 and belief, defendant Cargill's failure to report illegal activity she reasonably believed was true  
13 may be in violation of Cargill's obligations as an officer of the court. On information and belief,  
14 defendant Cargill's failure to similarly report such activity to all ~~to all~~ of the "Managers" of WNG  
15 HOLDING, including Whittemore during such times as he remained a Manager of WNG  
16 HOLDING, may be in violation of Cargill's fiduciary obligations as an executive of WNG  
17 MANAGEMENT. On information and belief, Cargill's failure to report threats of physical  
18 violence, including intimidation, harassment and/or coercion made by Seeno, III, and reported by  
19 plaintiff Mamer, was in violation of WNG MANAGEMENT policy, and may be in violation of  
20 state employment law. On information and belief, defendant Cargill's participation in activity she  
21 reasonably believed, or should have believed, was illegal may be a violation of state and federal  
22 laws.

23 121. For over a year plaintiff Mamer has lived under the fear of death or serious bodily  
24 injury because of the threat made by Seeno, III against him, threats of severe bodily harm Seeno,  
25 III ordered plaintiff Mamer convey to Whittemore, extortionate threats Seeno, III ordered plaintiff  
26 Mamer convey to BrightSource, and other unlawful conduct of Seeno, Jr. and Seeno, III that he  
27 witnessed. Plaintiff Mamer took these threats seriously because of Seeno, Jr.'s and Seeno, III's  
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1 association with criminal elements, including known felons and members of the Hell's Angels.  
2 Plaintiff Mamer and his family lived under and continue in fear for their lives and their well-  
3 being.

4 122. For over a year, including the period of management of WNG HOLDING by  
5 Albert Seeno, Jr., plaintiff Mamer has lived under the fear that he may be implicated or found  
6 liable for bad acts perpetrated by Seeno, Jr., Seeno III, and defendant McCauley. Plaintiff Mamer  
7 expressed these concerns to Whittemore on numerous occasions.

8 123. Based on the safety for himself and his family, shortly after emailing the Bustos  
9 Report to Cargill and Cassity's [WNG MANAGEMENT'S] response, plaintiff Mamer took  
10 actions to protect himself and his family including: (i) contacting his homeowners association  
11 security and requesting his property be placed on heightened alert, removing Cargill's name from  
12 his list of authorized guests, and requesting Whittemore call his sister, Ellen Whittemore, who  
13 also lived in the same community as plaintiff Mamer, to similarly remove Cargill from her list of  
14 authorized guests, (ii) discussions with representatives of the U.S. Attorney's office, (iii)  
15 discussion and subsequent meetings with special agents from the Federal Bureau of Investigation  
16 ("FBI"), and (iv), preserving his testimony with a sworn video statement. This was in the event  
17 that Seeno, III made good on the threats, and to give the police a place to start if anything  
18 happened to plaintiff Mamer or his family.

19 124. Based on his fear of being implicated or found liable for bad acts perpetrated by  
20 Seeno, Jr., Seeno, III, and defendant McCauley, plaintiff Mamer took actions to protect himself,  
21 his family, and his reputation including: (i) filing a civil complaint related to the Septic System  
22 Installations with the SNHD, (ii) filing a civil complaint related to possible violations of the  
23 CWA with the ACOE, (iii) filing a civil complaint related to possible violations of the CWA and  
24 ESA with the USFWS, (iv), meeting with and providing the FBI with sworn statements regarding  
25 extortionate threats Seeno, III ordered plaintiff Mamer communicate to Whittemore and  
26 BrightSource Energy, and (v), providing sworn statements to the IRS regarding possible  
27 violations of federal tax law ordered by defendant McCauley. On information and belief, all  
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1 agencies are investigating these allegations.

2 125. The Seeno Defendants have engaged in a continuous pattern of unlawful conduct  
3 including violation of environmental regulations and laws, criminal conduct directed against  
4 plaintiff Mamer, or coercing his participation against other parties, all in an attempt to intimidate  
5 plaintiff Mamer against lawful rights to which he was entitled, the collection of an unlawful debt,  
6 an attempt to evade federal taxes, and in an effort to again coerce his participation in the Seeno  
7 Defendants' unlawful efforts against Whittemore and BrightSource Energy. For personal gain,  
8 the Seeno Defendants have engaged in dishonest and fraudulent actions meant to gain an  
9 advantage or terminate binding agreements with Pardee Homes and BrightSource Energy, all of  
10 which has harmed plaintiff Mamer's interest in affiliates of WNG HOLDING.

11 126. On information and belief, Seeno, Jr. and/or Seeno, III, or other employees of the  
12 Seeno Company, are Nevada-licensed contractors. On information and belief, RHL did not have  
13 a valid Nevada contractor's license for the failed demolition, stonework, roofing, plumbing and  
14 electrical work it completed on Mamer's Sparks residence, and which is the subject of the Mamer  
15 A/R. On information and belief, Seeno, Jr. and/or Seeno, III, therefore, realized, or should have  
16 realized, the debt was unlawful and uncollectible.

17 127. Plaintiff Mamer has suffered severe physical, mental and emotional distress  
18 because of the threats and other actions taken by the Seeno Defendants and their named and  
19 unnamed associates.

20 **FIRST CAUSE OF ACTION**  
21 **(Violation of Racketeer Influenced and Corrupt Organization Act,**  
22 **18 USC §1961, et seq.; 18 USC §1962(a); 18 USC 1964(c) 18 USC §§1341, 1343)**

23 128. Plaintiff Mamer repleads and realleges each and every allegation set forth in  
24 Paragraphs 1 through 127, inclusive, of the Complaint, and incorporates the same by this  
reference as though set forth in full herein.

25 129. 18 USC §1964 provides that the district courts of the United States shall have  
26 jurisdiction over violations of 18 USC §1962. Subsection (c) of 18 USC §1964 provides that  
27 "[a]ny person injured in his business or property by reason of a violation of section 1962...may  
28

1 sue therefore in any appropriate United States district court and shall recover threefold the  
2 damages he sustains and cost of suit, including a reasonable attorney's fee...".

3 130. 18 USC 1962 does not confer exclusive jurisdiction on the courts of the United  
4 States. Jurisdiction under 18 USC 1962 is concurrent so that suit may be brought in state or  
5 federal court for violations of 18 USC 1962.

6 131. Defendants operate in and effect interstate commerce.

7 132. By threatening physical harm ("Seeno Way") of plaintiff Mamer unless he 'forgot'  
8 his relocation agreement and the right to \$375,000.00 compensation according to express term of  
9 the agreement, Defendant Albert Seeno, III violated NRS 205.320, in addition to other state  
10 statutes, which impose punishment or imprisonment for more than one year. NRS 205.320  
11 provides in relevant part:

12 A person who, with the intent to extort or gain any money or other property or to  
13 compel or induce another to make, subscribe, execute, alter or destroy any valuable  
14 security or instrument or writing affecting or intended to affect any cause of action or  
defense, or any property, or to influence the action of any public officer, or to do or abet  
or procure any illegal or wrongful act, whether or not the purpose is accomplished,  
threatens directly or indirectly:

15 To accuse any person of a crime;

16 To injure a person or property;

17 To publish or connive at publishing any libel; is guilty of a category B felony and  
18 shall be punished by imprisonment in the state prison for a minimum term of not less than  
19 one (1) year and a maximum term of not more than ten (10) years, or by a fine of not more  
than \$10,000, or by both fine and imprisonment.

20 133. In addition to Defendant Albert Seeno, III's express threat of harm to plaintiff  
21 Mamer, Seeno III's telephone call demanding Mamer convey to Whittemore, Seeno, III's threat  
22 to break Whittemore's legs and take away his life reinforced Mamer's belief of Seeno, III's  
23 propensity to use violence to discipline employees.

24 134. Making threats of murder or other harm for the purpose of extortion is defined as  
25 "racketeering activity" in 18 USC §1961.

26 135. The Defendants have used the United States mail and/or telephone service in  
27 interstate commerce in order to extort money from plaintiff Mamer, thereby committing mail  
28 and/or wire fraud in violation of 18 USC §1341 and 18 USC §1343. Mail and wire fraud are

1 defined in 18 USC §1961 as “racketeering activity”.

2 136. 18 USC §1962(a) provides that it is unlawful for any person who has received any  
3 income derived, directly or indirectly, from a pattern of racketeering activity to use or invest any  
4 part of such income in acquisition of any interest in the establishment or operation of an  
5 enterprise which is engaged in or effects interstate commerce. The Defendants, through the mail,  
6 wire and other fraud and illegal activity mentioned herein have received income taken from  
7 plaintiff Mamer on several occasions and which they have invested in the establishment and  
8 operation of their affiliated companies (“Enterprise”) affecting interstate commerce and engaged  
9 in further illegal activity. Defendants have received and invested income in the enterprise on  
10 more than two occasions. Through extortion, the Defendants have been able to misappropriate  
11 Mamer’s funds to their own use and have invested those funds in the acquisition, establishment  
12 and operation of an enterprise that is engaged in and affects interstate commerce.

13 137. Defendants’ misappropriation of plaintiff Mamer’s funds through the use of threat  
14 of physical harm and the further investment of those monies in an enterprise affecting interstate  
15 commerce has been the direct and proximate cause of damage to plaintiff Mamer in the amount of  
16 \$375,000.00. On information and belief, the enterprise has, since its formation, committed wire  
17 and mail fraud by also filing false tax returns and other tax documents with the United States  
18 government since receipt of the funds received from the racketeering activity of the Defendants.  
19 Pursuant to 18 USC §1964 (c), any damages awarded to plaintiff Mamer must be trebled.

20 138. Plaintiff Mamer has been forced to hire an attorney to prosecute his claims and,  
21 pursuant to 18 USC §1964(c), is entitled to his reasonable attorney’s fees and costs for  
22 prosecuting this action.

23 **SECOND CAUSE OF ACTION**  
24 **(Violation of Racketeer Influenced and Corrupt Organization Act,**  
**18 USC §1961, et seq., 18 USC §1962(c), 18 USC §1964(c) 18 USC §§1341, 1343)**

25 139. Plaintiff Mamer repleads and realleges each and every allegation set forth in  
26 Paragraphs 1 through 138, inclusive, of the Complaint, and incorporates the same by this  
27 reference as though set forth in full herein.  
28

1           140. The Defendants' unauthorized and unlawful collection of the amount allegedly due  
2 for RHL's repairs and remodeling of plaintiff Mamer's Sparks residence without a contractor's  
3 license is a violation NRS 624.320, which prohibits the collection of compensation for  
4 construction work in the absence of a contractor's license.

5           141. By threatening physical harm ("Seeno Way") of plaintiff Mamer unless he  
6 acquiesced in the unauthorized payroll deductions violated NRS 205.322, in addition to other  
7 state statutes that impose punishment or imprisonment for more than one year. NRS 205.322  
8 provides in relevant part:

9                 A person who causes a debtor to have a reasonable apprehension that a delay in  
repaying the debt could result in the use of violence or other criminal means to:

10                 Harm physically the debtor or any other person;  
11 is guilty of extortionate collection of debt which is a category B felony and shall be punished by  
12 imprisonment in the state prison for a minimum term of not less than one (1) year and a  
13 maximum term of not more than six years, and may be further punished by a fine of not more  
14 than \$10,000.

15           142. Making threats of murder or other harm for the purpose of extortion is defined as  
16 "racketeering activity" in 18 USC §1961.

17           143. The Defendants have used the United States mail and telephone service in  
18 interstate commerce in order to extort money from plaintiff Mamer, thereby committing mail  
19 and/or wire fraud in violation of 18 USC §1341 and 18 USC §1343. Mail and wire fraud are  
20 defined in 18 USC §1961 as "racketeering activity."

21           144. Defendants' extortion of money from plaintiff Mamer through the use of threat of  
22 physical harm and the further investment of those monies in an enterprise affecting interstate  
23 commerce has been the direct and proximate cause of damage to plaintiff Mamer in a sum in  
24 excess of \$10,000.00. On information and belief, the enterprise has, since its formation,  
25 committed wire and mail fraud by also filing false tax returns and other tax documents with the  
26 United States government since receipt of the funds received from the racketeering activity of the  
27 Defendants. Pursuant to 18 USC §1964 (c), any damages awarded to Plaintiff Mamer must be  
28

1 trebled.

2 145. Plaintiff Mamer has been required to engage the services of an attorney to  
3 prosecute this action and, pursuant to 18 USC §1964(c), is entitled to his reasonable attorney's  
4 fees and costs for prosecuting this action.

5 **THIRD CAUSE OF ACTION**  
**(Declaratory Relief pursuant to 28 U.S.C. § 2201)**

6 146. Plaintiff Mamer repleads and realleges each and every allegation set forth in  
7 Paragraphs 1 through 145, inclusive, of the Complaint, and incorporates the same by this  
8 reference as though set forth in full herein.

9 147. The Relocation Agreement states "Should Executive's [Mamer's] employment be  
10 terminated, or should there be a material change in his executive compensation, Executive shall  
11 have the right to list and sell the Las Vegas [Mamer's] Residence, in his sole discretion, upon  
12 sixty (60) days written notice to the Company."

13 148. Upon the sale of the residence at a loss, plaintiff Mamer is entitled to collect his  
14 total investment in the home, \$375,000.00, from the sale proceeds, or the company.

15 149. By letter dated February 23, 2011, Albert Seeno, Jr., through his counsel, denied  
16 plaintiff Mamer's right to collect his investment if the home was sold, and instead, citing a  
17 nonexistent paragraph of the Relocation Agreement, stated "the only situation in which monies  
18 may be due you . . . if you decide to move to Coyote Springs . . ."

19 150. Between March 2006, when the Relocation Agreement was executed and February  
20 2011, plaintiff Mamer's salary was reduced 40%; a material change in his compensation.

21 151. As a result of the material reductions in his compensation, plaintiff Mamer  
22 suffered extreme financial hardship depleting savings and significantly changing his family's  
23 lifestyle to preserve his good credit because he could no longer afford the mortgage payments and  
24 other costs of living in the residence.

25 152. WNG MANAGEMENT created dangerous and harassing working conditions that  
26 included threats of violence against plaintiff Mamer and coercion to relay threats of violence to  
27 another WNG MANAGEMENT employee.  
28

1           153. Defendant Seenno, III, with apparent authority of WNG MANAGEMENT,  
2 threatened plaintiff Mamer with his explanation in obscene detail of the ‘Seenno Way’ for dealing  
3 with people who failed to meet the Seenos’ expectations; a management practice that included  
4 sodomy without the benefits of lubrication.

5           154. Defendant Seenno, III demanded plaintiff Mamer contact fellow WNG  
6 MANAGEMENT employee, F. Harvey Whittemore, and tell him that if a CSI business partner  
7 did not pay CSI, Seenno, III would break Whittemore’s legs, and further stated, “I will take away  
8 his life if we don’t get our money.”

9           155. WNG MANAGEMENT had actual knowledge of the outrageous and criminal  
10 actions of defendant Seenno, III and the impact on plaintiff Mamer as he informed WNG  
11 MANAGEMENT Senior Vice President and General Counsel, defendant Cargill.

12           156. WNG MANAGEMENT could have remedied the intolerable working conditions  
13 by enforcing its employment policies, specifically Section 3.1 of the Employee Handbook titled  
14 Prohibited Conduct: threatening, committing or encouraging any act of violence in the workplace  
15 or against any employee of the Company.

16           157. Notwithstanding WNG MANAGEMENT’S actual knowledge of defendant Seenno,  
17 III’s conduct in violation of employment policies and Nevada law, WNG MANAGEMENT did  
18 nothing to remedy the intolerable working conditions that included threats of violence and illegal  
19 conduct, thereby, constructively discharging/terminating plaintiff Mamer’s employment.

20           158. According to the Relocation Agreement, the fair market value of the residence in  
21 March 2006 was \$1,550,500. Conversely, in the spring of 2011, the fair market value of the  
22 home was approximately half of the 2006 value according to area real estate brokers.

23           159. In the absence of the recovery of plaintiff Mamer’s investment in the home as  
24 promised in the Relocation Agreement, he cannot sell the home in an effort to preserve his credit  
25 because he is unable to pay off the existing mortgage at time of sale necessary to deliver clear  
26 title as required by law.

27           160. Plaintiff Mamer requests Declaratory Relief pursuant to 28 U.S.C. § 2201 by way  
28

1 of an order declaring the reduction in plaintiff Mamer's compensation was a material change in  
2 his compensation and/or his employment was terminated, and therefore, according to the terms of  
3 the Relocation Agreement, plaintiff Mamer is entitled to recover his total investment of  
4 \$375,000.000 upon the sale of the residence.

5 161. As a proximate result of WNG MANAGEMENT'S anticipatory breach of the  
6 Relocation Agreement, Mamer has been forced to retain the services of an attorney to assert his  
7 legal claims, and therefore, is entitled to his attorney's fees and costs.

8 **FOURTH CAUSE OF ACTION**  
9 **(Violation of Family and Medical Leave Act ("FMLA") 29 U.S.C. § 2601, et seq.)**

10 162. Plaintiff Mamer repleads and realleges each and every allegation set forth in  
11 Paragraphs 1 through 161, inclusive, of the Complaint, and incorporates the same by this  
12 reference as though set forth in full herein.

13 163. Prior to his relocation to Las Vegas, plaintiff Mamer requested and was granted  
14 family medical leave accommodations to care for his son with special needs as a result of the  
15 removal of a brain tumor at the age of 10 months.

16 164. Upon the relocation of WNG MANAGEMENT'S executive offices from Las  
17 Vegas to Coyote Springs, approximately sixty miles northeast of Las Vegas, in the spring of  
18 2008, plaintiff Mamer requested and was granted additional family medical leave  
19 accommodations to care for his disabled son.

20 165. As a result of the relocation of the work site to Coyote Springs, plaintiff Mamer's  
21 commute time to work was increased by over one and one-half hours each day.

22 166. By agreement with WNG MANAGEMENT, plaintiff Mamer was granted flexible  
23 work hours, including working through the lunch hour, in order to remain home in the early  
24 morning to provide critical assistance to his son for the timely administration of medications,  
25 preparing for and transportation to school, and then later in the day, picking up his son from  
26 school aftercare, administration of medications, and assisting with homework.

27 167. On March 23, 2011, defendant Ghiorso, acting with apparent authority of WNG  
28 MANAGEMENT, ordered plaintiff Mamer to be at the Coyote Springs work site from 8:00 AM



1 to 6:30 PM Monday through Friday, and later on April 25<sup>th</sup>, again increased plaintiff Mamer's  
2 work hours to 7:00 AM through 6:00 PM.

3 168. Notwithstanding plaintiff Mamer's explanation of the need to accommodate his  
4 son's serious health condition, Ghiorso denied his request for a later arrival and earlier departure  
5 from the Coyote Springs work site, and thereby, WNG MANAGEMENT interfered with plaintiff  
6 Mamer's continued exercise of his right to FMLA leave in violation of U.S.C. § 2615(a).

7 169. As a proximate result of WNG MANGEMENT'S unlawful conduct, plaintiff  
8 Mamer incurred damages in the way of expenses for alternative medical assistance for his son in  
9 an amount to be proven at trial.

10 170. As a proximate result of WNG MANAGEMENT'S unlawful conduct and plaintiff  
11 Mamer's inability to always make alternative arrangements for his son's medical assistance,  
12 plaintiff Mamer's seventeen-year exemplary performance reputation was damaged by defendant  
13 Ghiorso's forced unauthorized leave from work: late arrivals and early departures, in an amount  
14 to be proven at trial.

15 171. Plaintiff Mamer has been required to engage the services of an attorney to  
16 prosecute this action and, pursuant to 18 USC §2617, is entitled to his reasonable attorney's fees,  
17 expert witness fees and costs for prosecuting this action.

18 **FIFTH CAUSE OF ACTION**  
19 **(Violation of Fair Labor Standards Act ("FLSA") 29 U.S.C. § 201, et seq.)**

20 172. Plaintiff Mamer repleads and realleges each and every allegation set forth in  
21 Paragraphs 1 through 171, inclusive, of the Complaint, and incorporates the same by this  
22 reference as though set forth in full herein.

23 173. On March 23, 2011, defendant Ghiorso ordered plaintiff Mamer to be at the  
24 Coyote Springs work site from 8:00 AM to 6:30 PM Monday through Friday, and later on April  
25 25<sup>th</sup>, again increased his work hours to 7:00 AM through 6:00 PM.

26 174. Notwithstanding plaintiff Mamer's demand for overtime compensation, WNG  
27 MANAGEMENT failed and refused payment erroneously claiming an administrative exemption  
28 to the 29 U.S.C. §207 requirement to compensate employees at a rate of one and one-half their

1 regular rate for all hours in excess of a 40 hour workweek.

2 175. As a proximate result of WNG MANAGEMENT'S unlawful conduct, plaintiff  
3 Mamer incurred damages for unpaid overtime compensation in excess of \$25,000.00.

4 176. Plaintiff Mamer has been required to engage the services of an attorney to  
5 prosecute this action and, pursuant to 29 USC §216, is entitled to his reasonable attorney's fees,  
6 and costs for prosecuting this action.

7 **SIXTH CAUSE OF ACTION**  
8 **(Breach of Contract)**

9 177. Plaintiff Mamer repleads and realleges each and every allegation set forth in  
10 Paragraphs 1 through 176, inclusive, of the Complaint, and incorporates the same by this  
11 reference as though set forth in full herein.

12 178. The Wingfield Nevada Group Management Company Employee Handbook  
13 ("Employee Handbook") constitutes a valid, binding, and enforceable contract defining the  
14 mutual duties of conduct for both Employer and Employee.

15 179. At all times relevant to his Complaint, plaintiff Mamer was an employee of the  
16 Wingfield Nevada Group Management Company.

17 180. According to Section II, B, Administration of Ethics Policy: "All employees have  
18 an obligation to report immediately any suspected violations of this policy . . . such reporting  
19 should be to the employee's immediate supervisor . . . such supervisor . . . will investigate the  
20 report and take corrective action, if necessary. The Company will not act against an employee for  
21 reporting a potential violation of this policy."

22 181. According to Section V., Ethical Business Conduct, subsection A., "The  
23 Company's business must be conducted in strict conformance with the highest ethical standards  
24 and all applicable laws and regulations." Further, A.6. defines an unethical and unlawful business  
25 practice as: "Knowingly doing business with any person who (a) has been determined to be  
26 unsuitable to be associated with a gaming enterprise by the Nevada Gaming Commission or other  
27 Gaming Authorities, (b) is included in the Nevada List of Excluded Persons, or (c) is commonly  
28 and publicly considered to be notorious and unsavory by virtue of their conduct or their affairs."

1           182. Section 3.1, defines Prohibited Conduct to include, engaging in criminal conduct,  
2 whether or not related to job performance, violating ethical standards or conduct rules discussed  
3 in this Handbook, violation of any safety, health, security or Company rule, threatening,  
4 committing or encouraging any act of violence in the workplace or against any employee of the  
5 Company.

6           183. On September 18, 2011, plaintiff Mamer reported to his immediate supervisor,  
7 Emilia K. Cargill (“Cargill”), Senior Vice President and General Counsel, suspected violations of  
8 the WNG MANAGEMENT Employer-Employee conduct policies, notably, Albert D. Seeno, Jr.  
9 and Albert D. Seeno, III, WNG Management executives signing the “Word of Welcome”, page 4  
10 of the Employee Handbook, alleged association with persons determined to be unsuitable by the  
11 Nevada Gaming Commission, or commonly and publicly considered to be notorious and  
12 unsavory, Albert Seeno III’s threats of violence against employees plaintiff Mamer and  
13 Whittemore, and Albert Seeno III’s ordered unlawful installation of a septic system and trespass  
14 on another’s land.

15           184. In response to his September 18th report to Cargill, plaintiff Mamer received a  
16 letter dated September 20<sup>th</sup> from Nancy Cassity, Human Resource Manager, that stated: “I am  
17 writing in response to a highly inflammatory and inappropriate email you sent to Emilia Cargill  
18 on Sunday, September 18, 2011 . . . all the allegations and statements you made in your letter . . .  
19 are untrue and highly slanderous. In addition, making derogatory comments about other  
20 personnel is considered ‘prohibited conduct’ under Policy 3.1 of the Company personnel manual.  
21 You are directed to cease and desist from spreading these unsubstantiated and untrue statements.  
22 If you do not, you will be subject to discipline up to and including termination.”

23           185. Cargill failed to investigate the suspected violations reported in plaintiff Mamer’s  
24 September 18<sup>th</sup> email, and thereby, breached her duty according to the Ethics Policy.

25           186. In addition to the Cargill’s failure to investigate and the company’s promise “not  
26 to take action against an employee for reporting a potential violation” of the Ethics Policy, WNG  
27 MANAGEMENT retaliated against plaintiff Mamer by threatening “discipline up to and  
28

1 including termination” for “spreading these unsubstantiated and untrue statements.”

2 187. As a proximate result of WNG MANAGEMENT’S breaches of the contract,  
3 plaintiff Mamer is entitled to equitable relief in the way of the rescission of the contract; the  
4 Wingfield Nevada Group Management Company Employee Handbook.

5 188. As a proximate result of WNG MANAGEMENT’S breaches of the contract,  
6 Mamer has been forced to retain the services of an attorney to assert his legal claims, and  
7 therefore, is entitled to his attorney’s fees and costs.

8 **SEVENTH CAUSE OF ACTION**  
9 **(Violation of Racketeer Influenced and Corrupt Organization Act,**  
10 **(18 USC §1962(d), 18 USC §1962(c), 18 USC §§1341, 1343)**

11 189. Plaintiff Mamer repleads and realleges each and every allegation set forth in  
12 Paragraphs 1 through 188, inclusive, of the Complaint, and incorporates the same by this  
13 reference as though set forth in full herein.

14 190. Defendant McCauley, at the request of and for the benefit of the Defendants  
15 Seenos, on more than one occasion instructed plaintiff Mamer in person, by U.S. Mail, Facsimile  
16 and E-Mail to alter company records and/or fabricate false company records for the purpose of  
17 defrauding former business partner F. Harvey Whittemore and the United States Internal Revenue  
18 Service.

19 191. The Defendants have used the United States mail and wire service in interstate  
20 commerce in order to defraud F. Harvey Whittemore and the United States Internal Revenue  
21 Service, thereby, committing mail and/or wire fraud in violation of 18 USC §1341 and 18 USC  
22 §1343 respectively. Mail and wire fraud are defined in 18 USC §1961 as “racketeering activity”.

23 192. The Defendants have unlawfully conspired, as defined in 18 U.S.C. §1962(d), to  
24 defraud, and therefore, have conducted or participated in the conduct of the affairs of an  
25 enterprise that effects interstate commerce through a pattern of racketeering activity.

26 193. As a direct and proximate result of the Defendants’ racketeering activity, plaintiff  
27 Mamer was forced to quit his employment to renounce the conspiracy and has incurred damages  
28 in the amount of lost wages in excess of \$135,000.00, which sum, pursuant to 18 USC §1964(c),

1 must be trebled.

2 194. Plaintiff Mamer has been required to engage the services of an attorney to  
3 prosecute this action and, pursuant to 18 USC §1964(c), is entitled to his reasonable attorney's  
4 fees and costs for prosecuting this action.

5 **EIGHTH CAUSE OF ACTION**  
6 **(Violation of Racketeer Influenced and Corrupt Organization Act,**  
7 **18 USC §1962(d), 18 USC §1962(c), 18 USC §§1341, 1343)**

8 195. Plaintiff Mamer repleads and realleges each and every allegation set forth in  
9 Paragraphs 1 through 194, inclusive, of the Complaint, and incorporates the same by this  
10 reference as though set forth in full herein.

11 196. Defendants Seenos, Ghiorso and Cargill devised a scheme to obtain money by  
12 denying plaintiff Mamer his relocation allowance, unlawfully collecting a debt and forcing him to  
13 quit his employment by means of threats of violence, false or fraudulent pretenses,  
14 representations, or promises all of which are defined as racketeering activities by 18 U.S.C.  
§1961.

15 197. The Defendants have used the United States mail and wire service in interstate  
16 commerce in order to carry out their unlawful scheme, thereby, committing mail and/or wire  
17 fraud in violation of 18 USC §1341 and 18 USC §1343 respectively. Mail and wire fraud are  
18 defined in 18 USC §1961 as "racketeering activity".

19 198. The Defendants have unlawfully conspired, as defined in 18 U.S.C. §1962(d), to  
20 carry out their scheme, and therefore, have conducted or participated in the conduct of the affairs  
21 of an enterprise that effects interstate commerce through a pattern of racketeering activity.

22 199. As a direct and proximate result of the Defendants' racketeering activity, plaintiff  
23 Mamer has incurred damages in the amount of lost wages in excess of \$500,000.00, which sum,  
24 pursuant to 18 USC §1964(c), must be trebled.

25 200. Plaintiff Mamer has been required to engage the services of an attorney to  
26 prosecute this action and, pursuant to 18 USC §1964(c), is entitled to his reasonable attorney's  
27 fees and costs for prosecuting this action.

28

**NINTH CAUSE OF ACTION**  
**(Violation of Racketeer Influenced and Corrupt Organization Act,**  
**18 USC §1962(d), 18 USC §1962(c), 18 USC §§1341, 1343)**

201. Plaintiff Mamer repleads and realleges each and every allegation set forth in Paragraphs 1 through 200, inclusive, of the Complaint, and incorporates the same by this reference as though set forth in full herein.

202. Plaintiff Mamer owns a profit interest in two entities that are part of the Wingfield Nevada Group Holding Company, LLC: Coyote Springs Investment LLC (“CSI”); and Red Hawk Land Company, LLC (“RHL”).

203. CSI entered contracts with Pardee Homes and BrightSource Energy, with the potential to ensure the long-term viability of CSI, and consequently, profits to plaintiff Mamer.

204. Under the false representation of managing CSI in the best interests of the holders of member interests, the Seenos are instead scheming to appropriate the CSI’s main asset, land, for their exclusive benefit and to the detriment of CSI profits.

205. The Seenos have breached their fiduciary duty to plaintiff Mamer by interfering with CSI’s contractual relations with Pardee Homes and BrightSource Energy through bad faith and unlawful conduct and frivolous claims meant to terminate the contracts, and thereby, free up land that the Seenos can use in a federal land swap of CSI’s land for land more valuable to the Seenos’ Northern California business ventures.

206. The Defendants have used the United States mail and wire service in interstate commerce in order to carry out their unlawful scheme, thereby, committing mail and/or wire fraud in violation of 18 USC §1341 and 18 USC §1343 respectively. Mail and wire fraud are defined in 18 USC §1961 as “racketeering activity”.

207. The Defendants have unlawfully conspired, as defined in 18 U.S.C. §1962(d), to carry out their scheme, and therefore, have conducted or participated in the conduct of the affairs of an enterprise that effects interstate commerce through a pattern of racketeering activity.

208. As a direct and proximate result of the Defendants’ racketeering activity, plaintiff Mamer’s profit interest has been damaged in the amount in excess of \$1,000,000.00, which sum,

1 pursuant to 18 USC §1964(c), must be trebled.

2       209. Plaintiff Mamer has been required to engage the services of an attorney to  
3 prosecute this action and, pursuant to 18 USC §1964(c), is entitled to his reasonable attorney's  
4 fees and costs for prosecuting this action.

5                               **TENTH CAUSE OF ACTION**  
6                               **(Intentional Infliction of Emotional Distress)**

7       210. Plaintiff Mamer repleads and realleges each and every allegation set forth in  
8 Paragraphs 1 through 209, inclusive, of the Complaint, and incorporates the same by this  
9 reference as though set forth in full herein.

10       211. The extreme and outrageous conduct of the Defendants herein described was with  
11 either the intention of, or reckless disregard for, cause emotional distress.

12       212. Plaintiff Mamer has suffered severe and extreme emotional and physical distress,  
13 negatively impacting his health and his ability to enjoy life requiring medical and psychological  
14 treatment due to the actions and threats of the Defendants.

15       213. The severe and extreme emotional and distress directly and proximately was  
16 caused by the Defendants' conduct.

17       214. As a direct and proximate result of the Defendants' misconduct, plaintiff Mamer  
18 has been damaged in a sum in excess of \$10,000.

19       215. The actions of the Defendants described herein were done with oppression, fraud  
20 or malice.

21       216. Plaintiff Mamer is entitled to an award of punitive damages in a sum sufficient to  
22 punish the Defendants and to deter them from taking such actions again.

23       217. Plaintiff Mamer has been required to engage the services of an attorney to  
24 prosecute this action and, therefore, is entitled to his reasonable attorney's fees and costs for  
25 prosecuting this action.

26       ///

27       ///

28       ///



1           **WHEREFORE**, Plaintiff, Bradley J. Mamer, prays for judgment against Defendants, as  
2 follows:

3           1.       That Mamer be awarded judgment and general damages against Defendants in an  
4 amount in excess of \$1,000,000.00, to be determined at trial, plus interest thereon at the legal rate;

5           2.       That Mamer be awarded in excess of \$1,000,000.00 for special damages,  
6 according to proof;

7           3.       That Mamer be awarded in excess of \$1,000,000.00 for punitive and exemplary  
8 damages

9           4.       That the Court declare Mamer's compensation has been materially changed and/or  
10 his employment terminated, and therefore, entitled to collect \$375,000.00 as per the terms of the  
11 Relocation Agreement'

12           5.       That the Wingfield Nevada Group Management Company Employee Handbook is  
13 rescinded;

14           6.       That Mamer be awarded his attorney's fees and costs incurred in this matter; and

15           7.       For such other and further relief as the Court deems just and proper in the  
16 premises.

17                           **DEMAND FOR TRIAL BY JURY**

18           Plaintiff, pursuant to F.R.C.P. 38(b), demands a trial by jury in this matter.

19           **DATED** this 8th day of September, 2012.

20  
21  
22                                           By /s/ Bruce R. Mundy  
23                                           BRUCE R. MUNDY, ESQ.  
24                                           Nevada Bar No. 6068  
25                                           200 South Virginia Street, Eighth Floor  
26                                           Reno, NV 89501  
27                                           Telephone: 775-851-4228  
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                                          Attorney for the Plaintiff